

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois  
  
January 21, 2014

*Subject to approval at  
February 18, 2014  
County Board Meeting*



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**January 21, 2014**

The McLean County Board met on Tuesday, January 21, 2014 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois, with Chairman Matt Sorensen presiding.

**The following Members answered to roll call:**

Members Carlo Robustelli, Susan Schafer, Paul Segobiano, James Soeldner, George Wendt, Laurie Wollrab, Julie Brandt, Richard Buchanan, William Caisley, Chuck Erickson, George Gordon, Victoria Harris, John McIntyre, Ben Owens, Sally Pyne, and Matt Sorensen.

**The following Members were absent:**

Erik Rankin, Don Cavallini, Stan Hoselton, and Sondra O'Connor.

**Consent Agenda:**

Member Robustelli requested that Item 6E3a be removed from the Consent Agenda. The Amended Consent Agenda is as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, December 17, 2013
- B. County Highway Department – Eric Schmitt, County Engineer
  - 1) Request Approval of a Resolution & Bid Tab for the December 23, 2013 Equipment Letting
  - 2) Request Approval of Stop Signs Resolution for the South Downs Road (CH 27)
  - 3) Request Approval of a 2013 Supplemental County MFT Maintenance Resolution
  - 4) Request Approval of Lexington-LeRoy Road (CH 21) – Sec 13-00041-05-RS
    - a) MFT (Motor Fuel Tax) Resolution
  - 5) Request Approval of Towanda-Barnes Road CH 29) – Sec 13-00165-01-RS
    - a) MFT (Motor Fuel Tax) Resolution
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of the Application in case SU-13-10 on Parcels 16-32-100-003 and 16-32-100-005 for a Special Use Permit to allow a Greenhouse/Nursery in the Agriculture District; on property located in Blue Mound Township at 25001 E. 1500 North Road, Cooksville, IL
    - b) Request Approval of the application in case SU-13-11 on parcel 20-02-451-008 for a Special Use Permit to allow a public stable in the Agriculture District; on property located in Dale Township at 13301 Tango Road, Bloomington, IL
  - 2) Subdivision Cases:
    - a) Request Approval of the Application in case S-13-28 on Parcel 21-27-376-021 to vacate 40 feet of a no access strip along 1540 E Road, and to re-plat 30 feet of a no access strip along 1540 E Road on Lot 1 Hickory Hills Estate Subdivision in order to allow a different access from this lot to the public road in the R-1 Single Family Residence District; on property located in Bloomington Township at 9147 Hickory Hills Court, Bloomington, IL
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
  - 1) Executive Committee
    - a) Request Approval of Anderson Legislative Consulting, Ltd. Agreement for Services – County Administrator's Office

- 2) Justice Committee
  - a) Request Approval of an Amendment to the Children's Waiting Room Agreement – Circuit Court
  - b) Request Approval of the Renewal of the Contract with Illinois State University Stevenson Center for Consulting Services for the McLean County Criminal Justice Coordinating Council – Circuit Court
  - c) Request Approval of a 2014 Physician Contract Amendment between OSF Healthcare Systems and McLean County Adult Detention Facility – Correctional Health Services
  - d) Request Approval of Bid by Ray O'Herron Co. for Uniform and Equipment Purchase – Sheriff Department
- 3) Finance Committee
  - b) Request Approval of a Resolution Authorizing the Chairman of the McLean County Board to Execute a Deed of Conveyance on PIN 14-27-353-003 – Treasurer's Office
- 4) Property Committee
  - a) Request Approval of Contract for a new Campground Automation Reservation System – Parks and Recreation Department

F. Chairman's Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

**EMERGENCY TELEPHONE SYSTEM BOARD**

Mr. Rick Bleichner  
 Normal Police Department  
 100 East Phoenix Street  
 Normal, IL 61761  
 (Four-year term to expire 3<sup>rd</sup> Tuesday in January 2018)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Ms. Nichol K. Bleichner  
 Illinois State University Police Department  
 718 W. College Ave.  
 Normal, IL 61761  
 (Four-year term to expire 3<sup>rd</sup> Tuesday in January, 2018)

**EMERGENCY TELEPHONE SYSTEM BOARD**

Mr. Lee Klintworth  
 301 2<sup>nd</sup>, PO Box 94  
 Anchor, IL 61720  
 (Four-year term to expire 3<sup>rd</sup> Tuesday in January, 2018)

2) APPOINTMENTS:  
**None**

3) RESIGNATIONS

**None**

F. Approval of Resolutions of Congratulations and Commendation

- a) Request Approval of Proclamation of the McLean County Board in Recognition of Elmo and Eula Quinn/Quinn Service Station – County Administrator’s Office (to be distributed)

*Co Clerk*

**RESOLUTION BY THE MCLEAN COUNTY BOARD**  
**FOR HIGHWAY DEPARTMENT PURCHASE OF EQUIPMENT**

WHEREAS, the McLean County Board's 2014 Budget for the McLean County Highway Fund 0120, includes the purchase of two (2) 2014 Tandem Cab & Chassis; and

WHEREAS, McLean County Highway Department received sealed bids on December 23, 2013; and

WHEREAS, the Transportation Committee duly approved the bids on January 7, 2014; and

WHEREAS, the Transportation Committee of the McLean County Board has reviewed the bids and recommended the below bid be awarded as follows:

NOW THEREFORE BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase from the lowest responsible bidder:

2 – 2014 Kenworth T470 Tandem Cab and Chassis, with extended day cab option and aftertreatment 5-year extended warranty option for \$178,070.00 and the trade in of one (1) 2005 Peterbilt 330 from .....Central Illinois Trucks, Inc.  
200 W Northtown Road  
Normal, IL 61761

Approved by the County Board on January 21, 2014.


  
\_\_\_\_\_  
Matt Sorensen (date)  
McLean County Board Chairman

STATE OF ILLINOIS       ]  
                                  ] SS  
COUNTY OF MCLEAN    ]

I, Kathy Michael, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on January 21, 2014.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois is said County this 21<sup>st</sup> day of January, A.D., 2014.

[ SEAL ]

  
\_\_\_\_\_  
Kathy Michael  
McLean County Clerk

# McLEAN COUNTY HIGHWAY DEPARTMENT

## Equipment Bid Tabulation

Date of Bids: 12/23/2013 Time: 9:00 am Item: 2 New Tandem Cab and Chassis  
 Trade-In: 2005 Peterbilt 330 Present: Eric, Lafe, Jerry, and Mark  
 Replaces: 216 and 223 Date Advertised: 12/5/2013

Bidder:	Truck Centers	Truck Centers	Rush	Central Illinois Truck	JX Peterbilt	Morton Mac
Address:	Morton, IL	Morton, IL	Normal, IL	Normal, IL	Normal, IL	Morton, IL
Make:	Western Star	Western Star	International	Kenworth	Peterbilt	Mac
Model:	4700SF	4700SF	NO BID	T470	348	GU433
Outright Price each:	\$98,022.00	\$97,650.00		\$101,344.00	\$103,058.00	\$84,000
Outright Price for 2:	\$196,044.00	\$195,300.00		\$202,688.00	\$206,116.00	\$196,800.00
Less trade of 2005						
Peterbilt 330:	\$14,000.00	\$14,000.00		\$30,000.00	\$16,000.00	\$10,000.00
Total Price:	\$182,044.00	\$181,300.00		\$172,688.00	\$190,116.00	\$186,800.00
Delivery:	3/15/2014	3/15/2014		90 days from order	10 weeks from order	Apr-14
Complies Spec's:	yes	no		yes	Yes	no
Does Not Meet Spec's:						X
Successful Bidder:				X		

Comments: CIT offers an extended day cab for \$2091.00/truck, HMX suspension upgrade for \$855.00/truck, and Aftertreatment 5 yr. extended warranty for a cost of \$600.00/truck

Recommended by Highway Department: Recommend purchase of 2 new T470 Kenworth Cab and Chassis from Central Illinois Truck adding Extended day cab for \$2091.00/truck and aftertreatment extended warranty for \$600.00/truck, Trading 2005 Peterbilt for a total cost of \$178,070.00.

Accepted by Transportation Committee:

Date:



*No Change*

**A RESOLUTION BY THE McLEAN COUNTY BOARD  
TO INSTALL STOP SIGNS**

WHEREAS, Cross Creek Plaza Subdivision in Downs, IL has been developed south of the South Downs Road (County Highway 27) and new home construction has taken place within subdivision, and

WHEREAS, River Run Road was constructed as part of Cross Creek Plaza Subdivision, and

WHEREAS, River Run Road intersects with the South Downs Road at two locations, and

WHEREAS, the traffic volume on the South Downs Road is considerably greater than the traffic volume on River Run Road, and

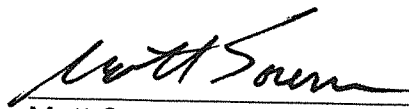
WHEREAS, 625 ILCS 5/11-302 states that local authorities may designate through highways and erect stop signs at specified entrances thereto, and

WHEREAS, Section 2B.04 of the 2009 Edition of the Manual of Uniform Traffic Control Devices for Streets and Highways says that STOP signs should be used at an intersection of a street entering a designated through highway, and


WHEREAS, the McLean County hereby designates the South Downs Road as a through highway at the intersection with River Run Road in the Village of Downs, now

THEREFORE, be it hereby resolved by the McLean County Board that STOP signs be installed at the east and west entrances to Cross Creek Plaza Subdivision at River Run Road in the Village of Downs where it intersects with County Highway 27, and that the McLean County Highway Department is hereby directed to install the appropriate signing at said intersections.

APPROVED:

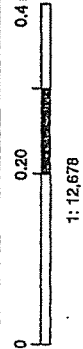
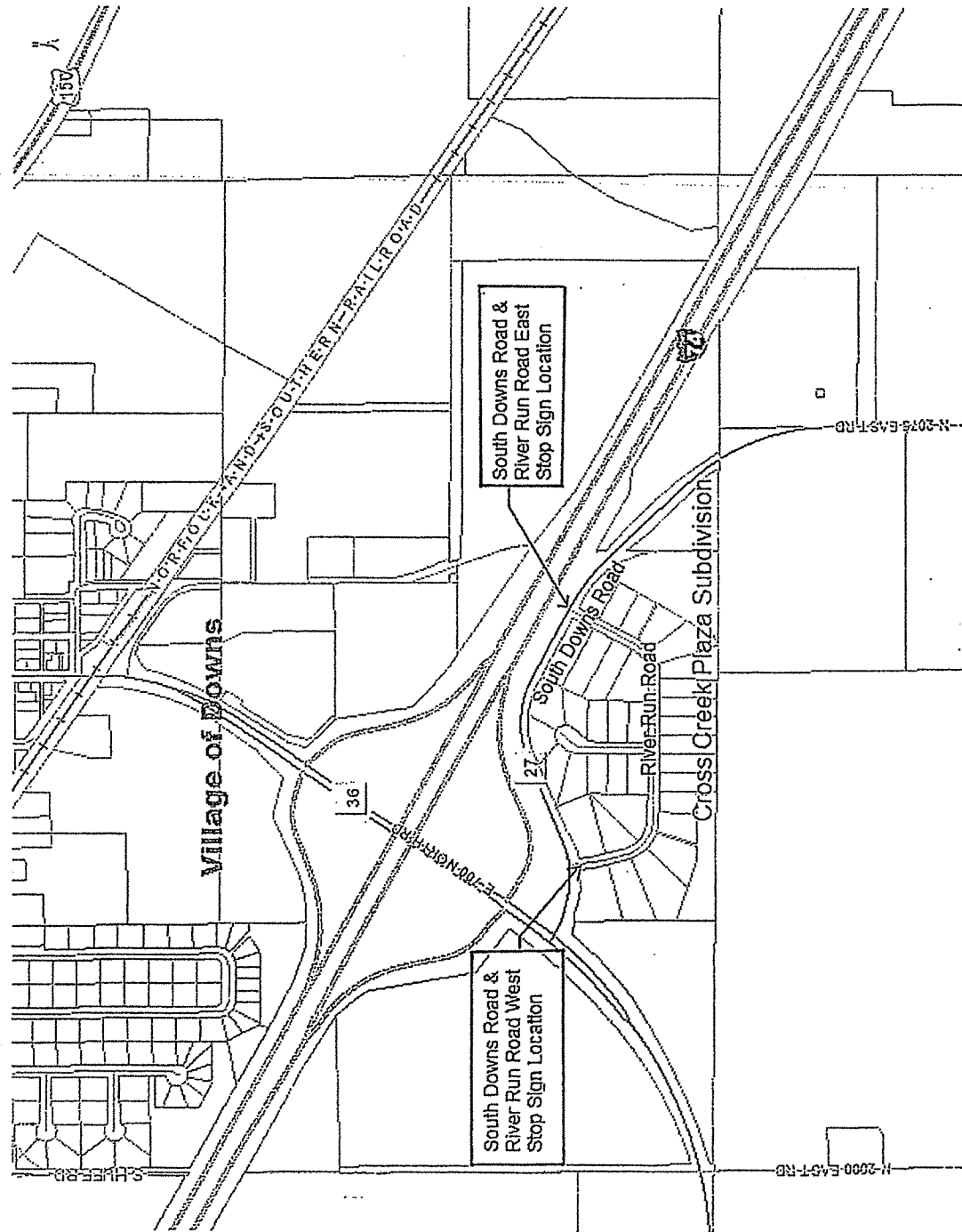
  
\_\_\_\_\_  
Matt Sorensen, January 21, 2014  
Chairman, McLean County Board

ATTEST:

  
\_\_\_\_\_  
Kathy Michael, Clerk of the County Board  
McLean County, Illinois



# South Downs Road (CH 27) & River Run Road Stop Sign Locations

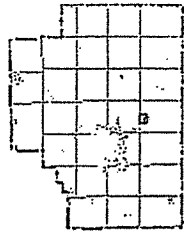


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Printed: 12/31/2013 9:07:19 AM

Notes

## Legend

- Parcels
- Interstates
- US\_Highways
- State\_Highways
- County\_Highways
- County\_Rd
- PAVED
- UNPAVED
- City\_Streets
- ALLEY
- CITY\_ARTERIAL
- CITY\_COLLECTOR
- CITY\_STREET
- PRIVATE\_STREET
- Railroad
- County





**Illinois Department  
of Transportation**

**SUPPLEMENTAL  
County Maintenance Resolution**

RESOLVED, by the County board of McLean County, that \$40,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2013 and ending December 31, 2013, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

*Matt Sorensen*

Matt Sorensen, McLean County Board Chairman

Approved

STATE OF ILLINOIS

McLean County, } ss.

I, Kathy Michael County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

January 2, 2014

Date

McLean County, at its regular

meeting held at Bloomington, Illinois

on January 21, 2014

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington

in said County, this 21<sup>st</sup> day of January A.D. 2014

Department of Transportation

**Agreement of Understanding**

Regional Engineer

(SEAL)

*Kathy Michael*

County Clerk.



**County or Township**  
**Estimate of Maintenance Cost**

County: McLean

Road District:

Section: 13-00000-00-GM

Maintenance Period Beginning: 1/1/2013

Ending: 12/31/2013

Original Submittal ☐ Revised ☐ Supplemental ☒

Day Labor/Labor & Equipment (Equipment ☐ Labor ☐)

Day Labor Materials\*

## Contract

**Estimated Maintenance Total:**

## Maintenance Engineering

Bridge Inspection Engineering

Estimated Maintenance Engineering Total:

Totals:

### Estimated Costs

## MFT Funds

### Other Funds

40,000.00	40,000.00	
40,000.00	40,000.00	-
-	-	-
40,000.00	40,000.00	-

\* List Materials for Day Labor Maintenance Operations

[illegible]

Highway Commissioner

Date \_\_\_\_\_

County Engineer/Superintendent Of Highways

1/2/2014

Date \_\_\_\_\_

### Agreement of Understanding

## Regional Engineer

1/2/2014

Date \_\_\_\_\_



**Illinois Department  
of Transportation**

**Resolution for Improvement by County  
Under the Illinois Highway Code**

*Co Clerk*

**County Highway 21 (13-00041-05-RS) – MFT**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 21, beginning at a point near the Northwest corner of Section 4, T24N, R4E, of the 3<sup>rd</sup> P.M. (2000N)

and extending along said route in a Northerly direction to a point near the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 20, T25N, R4E of the 3<sup>rd</sup> P.M. (Mackinaw River Bridge)

, a distance of approximately 11,440 feet (2.17 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the resurfacing of the roadway with the use of hot-mix asphalt leveling binder, binder course, and surface course, aggregate shoulders, and other miscellaneous related items.  
(Describe in general terms)

and shall be designated as Section 13-00041-05-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Twenty-Five Thousand dollars, ( \$25,000.00 )

from the County's allotment of Motor Fuel Tax Funds for the engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

*Matt Sorensen*

Matt Sorensen, Chairman – McLean County Board

Approved

Date

Department of Transportation

Regional Engineer

I, Kathy Michael County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its regular meeting held at Bloomington, IL

on January 21, 2014  
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington

in said County, this 21<sup>st</sup> day of January A.D. 2014

(SEAL)

*Kathy Michael*

County Clerk

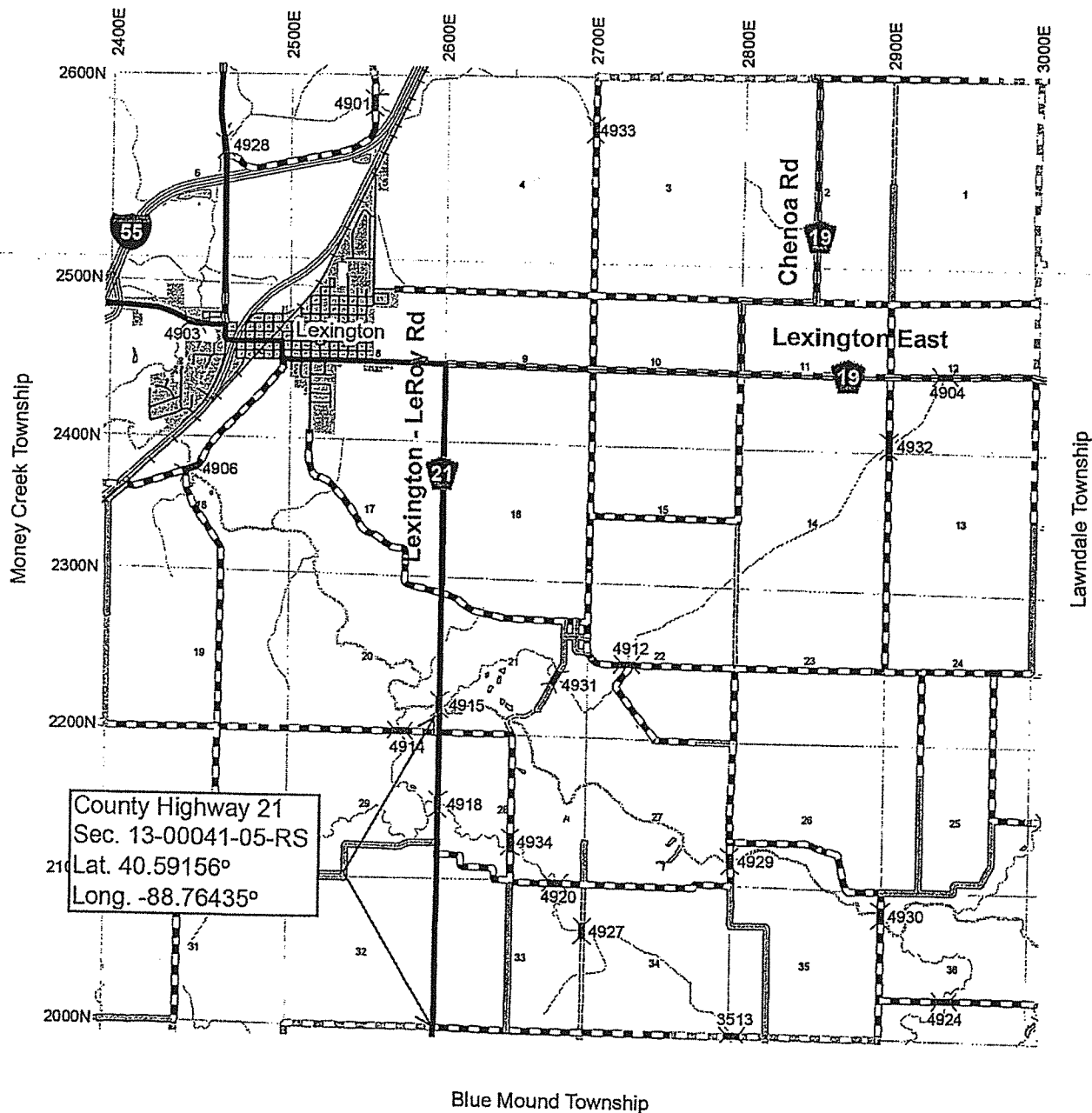


# Lexington Township

T25N R4E

0 0.25 0.5 1 1.5 2 Miles  
1 inch equals 1 mile

Chenoa Township Yates Township



## Legend

Sections  
Bridges  
RailRoad  
Stream

County Highways:  
Hotmix  
Oil & Chip

Lexington Township:  
Hotmix  
Oil & Chip  
Gravel  
Dirt

Surrounding Townships:  
Hotmix  
Oil & Chip  
Gravel  
Dirt

Other Roads:  
IDOT  
City of Lexington, or  
Private Road  
Neighbor County



**Illinois Department  
of Transportation**

**Resolution for Improvement by County  
Under the Illinois Highway Code**

*CoClerk*

**County Highway 29 (13-00165-01-RS) – MFT**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, beginning at a point near the Northwest corner of the Southwest ¼ of the Northwest ¼ of the Southwest ¼ of Section 29, T23N, R3E, of the 3<sup>rd</sup> P.M. (just south of Briar Drive) and extending along said route in a Northerly direction to a point near the Northwest corner of Section 17, T23N, R3E, of the 3<sup>rd</sup> P.M. (Ireland Grove Road (1200)) a distance of approximately 13,780 feet (2.61 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be the resurfacing of the roadway with the use of hot-mix asphalt surface removal, hot-mix asphalt leveling binder and surface course, aggregate shoulders, and other miscellaneous related items.  
(Describe in general terms)

and shall be designated as Section 13-00165-01-RS and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Twenty-Five Thousand dollars, ( \$25,000.00 )

from the County's allotment of Motor Fuel Tax Funds for the engineering of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

*Matt Soren*

Matt Sorensen, Chairman – McLean County Board

Approved

Date

Department of Transportation

Regional Engineer

I, Kathy Michael County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its regular

meeting held at Bloomington, IL

on January 21, 2014

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and

affixed the seal of said County at my office in Bloomington

in said County, this 21<sup>st</sup> day of January A.D. 2014

(SEAL)

*Kathy Michael*

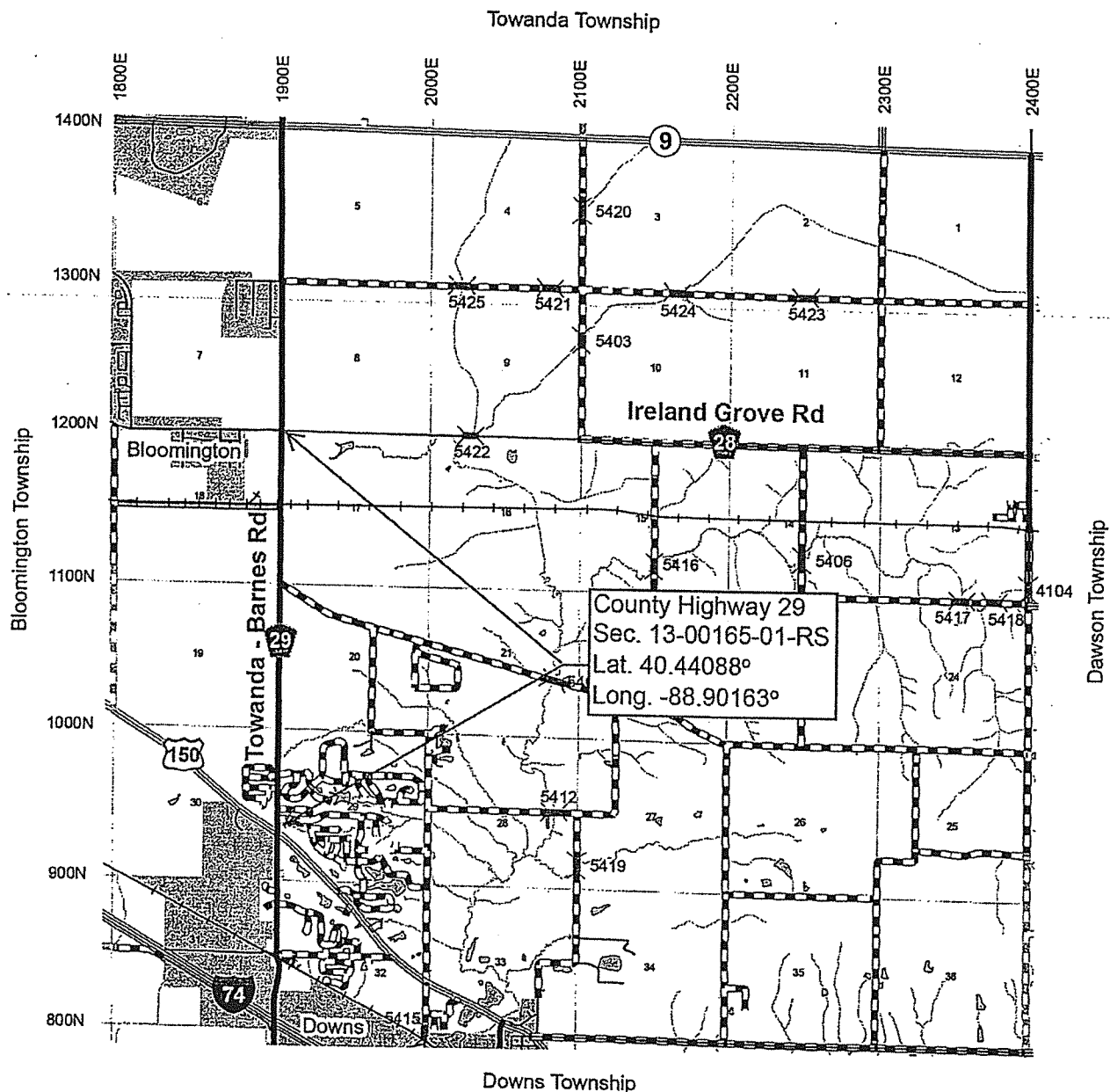
County Clerk



# Old Town Township

T23N R3E

0 0.25 0.5 1 1.5 2 Miles  
1 inch equals 1 mile



## Legend

Sections	County Highways:	Old Town Township:	Surrounding Townships:	Other Roads:
Sections	Hotmix	Hotmix	Hotmix	IDOT
Bridges	Oil & Chip	Oil & Chip	Oil & Chip	Village of Downs, City of Bloomington or Private Road
RailRoad	Gravel	Gravel	Gravel	Neighbor County
Stream	Dirt	Dirt	Dirt	



FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Pam O'Neill in case SU-13-10 on parcels 16-32-100-003 and 16-32-100-005. She is requesting a special use to allow a Greenhouse/Nursery in the Agriculture District; on property in the NW ¼ of Section 32, Township 24N, Range 4E of the 3rd P.M., and located in Blue Mound Township at 25001 E. 1500 North Rd., Cooksville, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on January 7, 2014 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 3.35 acre property is relatively flat and drains to the south. The property contains a single family residence, a machine shed, land in crop production and has 33 feet of frontage on the south side of 1500 North Road, an oil and chip road 18 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land is surrounded by property in the A-Agriculture District that is in crop production.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to operate a Greenhouse/Nursery from her residence in rural Blue Mound Township. The applicant grows flowers and landscaping plants in her house and on her property. She designs and pots the plants in unique containers for sale to the public. She plans to use part of her detached machine shed for this proposed use, and in the next five years plans to build a greenhouse adjacent to it.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. All of the surrounding properties are in crop production and will continue to be desirable for such use. The applicant indicated that she will have customers at the property by appointment only.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 33 feet of frontage on the south side of 1500 North Road. The applicant has obtained a permit from

the County Health Department for a septic system on the property and recommends for the special use.

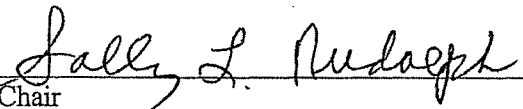
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance. The applicant has obtained approval for the proposed use from the Blue Mound Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends approval to allow a Greenhouse/Nursery in the Agriculture District, provided development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE** - The roll call vote was five members for the motion to recommend granting, none opposed and members Finnigan and Turner were absent.

Respectfully submitted by the McLean County Zoning Board of Appeals

  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
Marc Judd  
Brian Bangert  
Michael Kuritz

1-10-14  
Date

SEE PAGE 64



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SEE PAGE 34

2800F

2900F

McLean County, IL

Att. 1

Pam O'Neill

Reproduced with permission  
of Rockford Map Publishers,  
Inc., Rockford, IL

15755 E 2000 N Rd  
Poncha, IL 61764

**FOR ALL YOUR AERIAL APPLICATION NEEDS:**

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of TLC Acres, LLC, owned by Leslie and Tyree Campbell, in case SU-13-11, on parcel 20-02-451-008. They are requesting a special use to allow a public stable in the Agriculture District; on property in the SE ¼ of Section 2, Township 23N, Range 1E of the 3rd P.M, and located in Dale Township at 13301 Tango Rd., Bloomington, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on January 7, 2014 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The 40 acre property is gently sloping to the west. The property contains a single family residence, three stables, a machine shed and land in pasture. The property has 60 feet of frontage on the south side of Tango Road, an oil and chip road 14 feet in width.

**SURROUNDING ZONING AND LAND USE** - The land to the north is in part in the R-1 Single Family Residence District and part in the Agriculture District. The land to the east, south and west is in the Agriculture District. The land to the north contains residences and land in crop production. The land to the east, south and west is in crop production.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard can be met. The applicants started a public stable without obtaining a special use permit and were informed that they needed one in order to operate a public stable in the Agriculture District. The applicants indicated that they currently have 17 horses on the property, and want to expand it to a maximum of 22 horses, including their own. They are proposing to build an indoor riding arena on the 40 acre property within the next five years.

A neighbor to the south indicated that he is concerned that vehicles entering or leaving the property may go too fast for the safety of children living or visiting properties along Tango Road in the Sunny Hill Estates Subdivision. It was suggested that staff be directed to communicate with the County Engineer to improve safety on the public road, and for staff to encourage the applicants to provide a speed reducing mechanism on their property.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby properties that are in crop production or for single family residences will continue to be desirable for such uses.

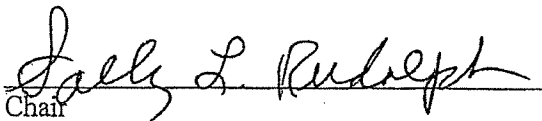
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production or for single family residences will continue to be suitable for such uses.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use will be served by a private well and septic system that has been approved by the County Health Department. The applicants have indicated on their site plan that one handicap parking space will be installed at the main stable.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance. The applicants have obtained approval from the Dale Township Road Commissioner for this use. The subject site is located at the end of Tango Road. Tango Road is part of a residential subdivision. To access the subject site, vehicles must drive through the residential subdivision. An adjoining property owner testified that the amount of traffic and the speed of the traffic in front of his house on Tango Road is a concern for him.
6. **The establishment, maintenance and operation of the special use will be in conformance with the intent of the district in which the special use is proposed to be located.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the district in which it is located** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

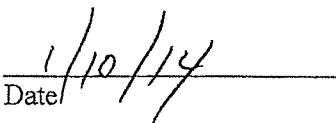
Therefore this Board recommends approval to allow a a public stable in the Agriculture District, provided the following conditions: 1) a maximum of 22 horses is allowed on this parcel, 2) one handicap parking space is installed, 3) staff is directed to communicate with the County Engineer to improve safety on the public road, 4) staff is to encourage the applicants to provide a speed reducing mechanism on their property near Tango Road, and 5) development shall follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

**ROLL CALL VOTE** - The roll call vote was five members for the motion to recommend granting, none opposed and members Finnigan and Turner were absent.

Respectfully submitted by the McLean County Zoning Board of Appeals

  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
Marc Judd  
Brian Bangert  
Michael Kuritz

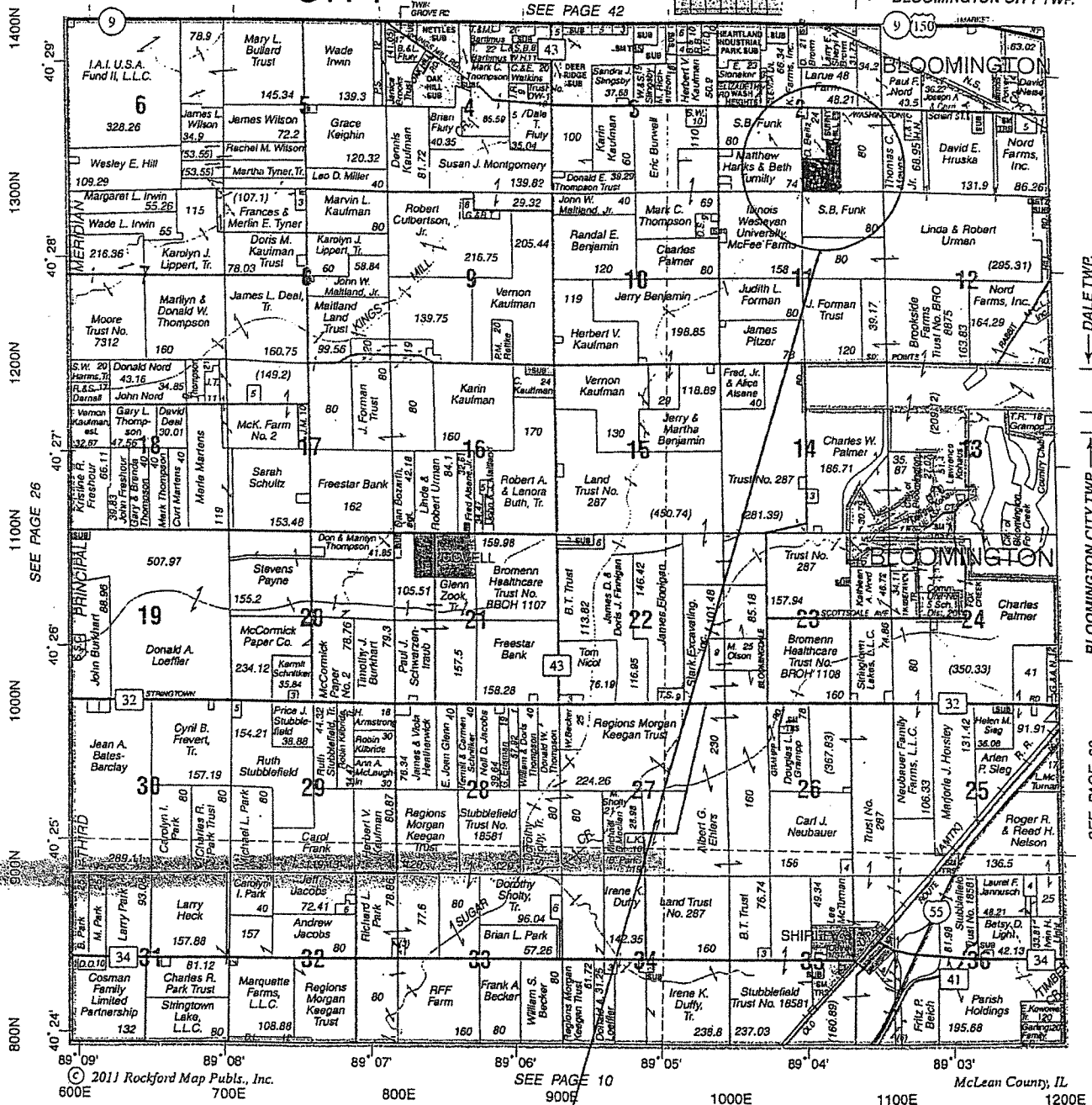
  
Date

# DALE SOUTHWEST PART BLOOMINGTON CITY

T.23N.-R.1E.

SEE PAGE 42

BLOOMINGTON CITY TWP.



SU-13-11

TLC Acres

Att. 1

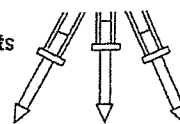
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- Mapping and Planning • Boundary Surveys • Construction Staking • Environmental Engineering and Site Assessments
- Licensed Professional Engineers, Professional Geologists and Professional Land Surveyors

505 North Main Street  
Bloomington, Illinois 61701  
(309) 829-2552

222 East Center Street  
LaRue, Illinois 61752  
(309) 962-8151

155 South Elm Street  
El Paso, Illinois 61738  
(309) 527-2552



(Voclerk)

ORDINANCE OF APPROVAL  
OF FINAL PLAT

Vacation Plat of Lot 1 Hickory Hills Estate Subdivision, File S-13-28

WHEREAS, David Stark has requested to vacate 40 feet of a no access strip along 1540 E Road, and to re-plat 30 feet of a no access strip along 1540 E Road on Lot 1 Hickory Hills Estate Subdivision, file number S-13-28, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, a public hearing on said no access strip vacation plat was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said vacation plat and finds that it meets the said subdivision regulations; and

WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said vacation plat; now, therefore,

BE IT ORDAINED that the said vacation plat to vacate 40 feet of a no access strip along 1540 E Road, and to re-plat 30 feet of a no access strip along 1540 E Road on Lot 1 Hickory Hills Estate Subdivision is hereby approved.

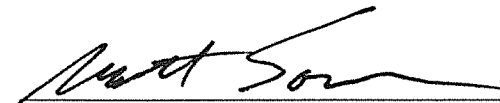
Adopted by the County Board of McLean County, Illinois this 21<sup>st</sup> day of January, 2014

ATTEST:

APPROVED:



Kathy Michael, County Clerk  
McLean County, Illinois



Matt Sorensen, Chairman  
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT  
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-13-28

1. REFERENCE:

- a. Meeting date: January 9, 2014
- b. Subdivider's name: David Stark
- c. Subdivision name: Lot 1 Hickory Hills Estate Subdivision

2. LOCATION, LAND USE AND REQUEST:

- a. Property location: 9147 Hickory Hills Court, Bloomington, IL.
- b. Township: Bloomington Township.
- c. Parcel number: 21-27-376-021
- d. Existing zoning: R-1 Single Family Residence District.
- e. Applicant request: to vacate 40 feet of a no access strip along 1540 E Road, and to re-plat 30 feet of a no access strip along 1540 E Road on Lot 1 Hickory Hills Estate Subdivision. The applicant wants to change the location of where his private drive enters 1540 E Road.
- f. Existing land use: Single family residence.

3. DIMENSIONS AND REVIEW:

- a. Size of Parcel: Lot 1 is 9.5 acres in area.
- b. County Health Department: Recommends approval of the access vacation plat of Lot 1 Hickory Hills Estate Subdivision.
- c. County Highway Department: Recommends approval of the access vacation plat of Lot 1 Hickory Hills Estate Subdivision; the Bloomington Township Road Commissioner will need to sign a plat access certificate for the proposed access vacation plat.

Staff recommends that the access vacation plat of Lot 1 Hickory Hills Estate Subdivision should be approved.

Respectfully submitted,



Philip Dick, AICP, Director

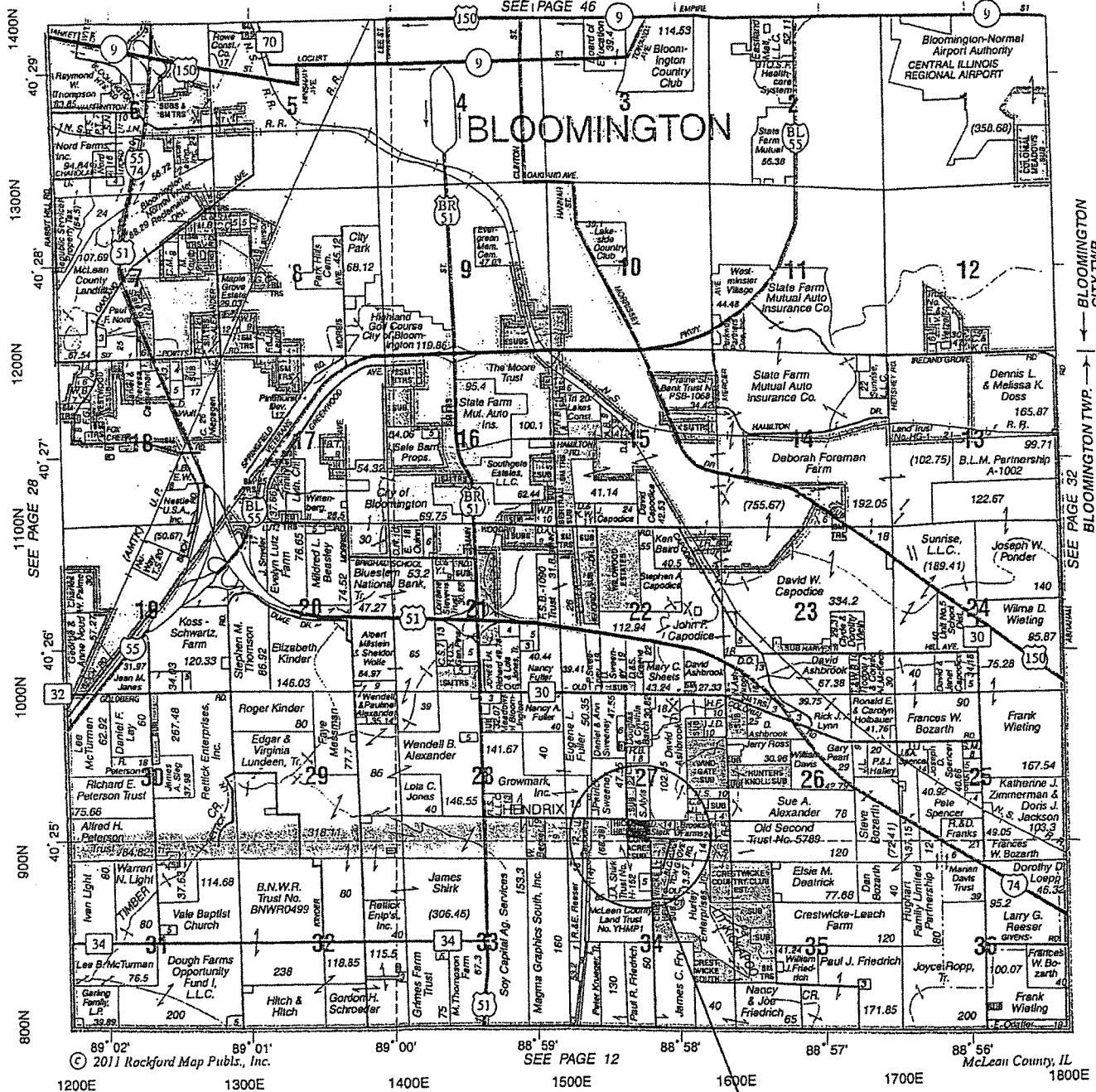


# BLOOMINGTON

SOUTH CENTRAL  
PART

## BLOOMINGTON CITY

T.23N.-R.2E.



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S-13-28

Hickory Hills  
Subdivision

2709 McGraw Drive, Bloomington, IL 61704 Phone 309.663.8435 Fax 309.663.1571

Bloomington | Normal | Peoria | Champaign | Peoria | Elmhurst | Shorewood

APPROPRIATION TRANSFER ORDINANCE  
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2013  
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN  
REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE  
HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board of McLean County, Illinois  
THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE  
THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

Executive Committee

FUND 0001  
DEPT 0043  
PGM 0047

General Fund  
Information Services  
Data Processing

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0850-0001	Capital Assets	10,000	0620-0002	Computer Supplies	10,000
		10,000			10,000

Finance Committee

FUND 0112  
DEPT 0061  
PGM 0065

Health Department  
Health Department  
Animal Control

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0706-0001	Contract Services	6,040	0701-0001	Advertising	1,040
			0832-0002	Lease/Purchase Office Equip	5,000

FUND 0112  
DEPT 0061  
PGM 0061

Health Department  
Health Department  
Environmental Health

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0612-0003	Education Materials & Supplies	2,800	0833-0002	Purchase of Computer Equip	4,800
0743-0001	Radio/Communication Equipment	1,000	0801-0001	Capital Improvements	13,500
0778-0001	Data Processing User Fee	1,000			
0706-0001	Contract Services	4,500			
0718-0001	Schooling & Conferences	1,000			
0793-0001	Travel	8,000			

FUND 0112  
DEPT 0061  
PGM 0067

Health Department  
Health Department  
Health Promotion

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0612-0003	Education Materials & Supplies	1,000	0833-0002	Purchase of Computer Equip	5,200
0629-0001	Letterhead/Printed Forms	3,300			
0621-0001	Non-major Equipment	900			

FUND 0112  
DEPT 0061  
PGM 0064

Health Department  
Health Department  
Immunization Program

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0622-0001	Medical and Nursing Supplies	3,500	0836-0001	Purchase of Medical Equipment	5,000
0629-0001	Letterhead/Printed Forms	500	0801-0001	Capital Improvements	4,750
0706-0001	Contract Services	1,000			
0706-0001	Contract Services/RUM	4,750			

FUND 0112  
DEPT 0061  
PGM 0062

Health Department  
Health Department  
Personal Health Services

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0630-0001	Postage	2,500	0621-0001	Non-major Equipment	10,000
0629-0001	Letterhead/Printed Forms	3,500	0833-0002	Purchase of Computer Equipment	11,000
0793-0001	Travel	5,750	0801-0001	Capital Improvements	10,750
0790-0004	Equipment Rental	1,000			
0620-0001	Office Supplies	4,000			
0622-0001	Medical & Nursing Supplies	8,500			
0773-0001	Non-Contractual Services	3,000			
0612-0001	Educational Materials	1,500			
0706-0001	Contract Services	2,000			

FUND 0112  
DEPT 0061  
PGM 0063

Health Department  
Health Department  
Administrative Support

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0706-0001	Contract Services	1,000	0801-0001	Capital Improvements	1,000

FUND 0135  
DEPT 0077  
PGM 0073

Tort Judgment  
Tort Judgment  
Risk Management/Jail Med

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0832-0001	Purchase Furniture/Office Equip	2,443	0621-0001	Non-major Equipment	2,270
0793-0001	Travel Expenses	26	0622-0001	Medical & Nursing Supplies	2,006
0628-0001	Copy Expense	1,500	0718-0001	Schooling & Conferences	289
0795-0003	Telephone	416	0773-0001	Non-Contractual Services	467
0612-0001	Books/Videos	57	0622-0001	Dental Supplies	266
0629-0001	Letterhead/Printed Forms	100			
0709-0001	Garbage Disposal	756			

77,338

77,338

Justice Committee

FUND 0001  
DEPT 0022  
PGM 0024

General Fund  
Court Services  
Court Services

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0706-0001	Contract Services	12,200	0773-0001	Non-Contractual Services	30,400
0723.0001	Psychological	10,000			
0622.0004	Testing Chemicals	8,200			
		<u>30,400</u>			<u>30,400</u>

Property Committee

FUND 0001  
DEPT 0040  
PGM 0042

General Fund  
Parks & Recreation  
Park Operations

DEBIT FROM:	ACCOUNT TITLE	AMOUNT	CREDIT TO:	ACCOUNT TITLE	AMOUNT
0608-0001	Gasoline/Oil/Diesel	2,600	0838-0001	Purchase Machinery/Equip	2,600
		<u>2,600</u>			<u>2,600</u>

ADOPTED BY THE County Board of McLean County, Illinois  
THIS 21st DAY OF January, 2014

  
CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:

  
COUNTY CLERK, MCLEAN COUNTY



## Anderson Legislative Consulting, Ltd

Providing Excellent Consulting Service Since 1991

Monday, December 31, 2013

Bill Wasson, County Administrator  
McLean County  
115 E. Washington Street, Room 401  
PO Box 2400  
Bloomington, IL 61701

### **RE: Letter of Agreement - Legislative Consulting Services**

Dear Mr. Wasson:

This letter constitutes the agreement for services by and between the McLean County and Anderson Legislative Consulting, Ltd.

#### **Services:**

Anderson Legislative Consulting, Ltd. agrees to perform the following services for regular and veto session in the Illinois General Assembly in the 2014 calendar year:

1. Assist in the development of legislative alerts on targeted legislation;
2. Monitor and track key legislation of interest to McLean County;
3. Provide legislative updates;
4. Develop legislative user files on behalf of McLean County on a legislative computer system, and provide the same to the County;
5. Coordinate meetings with legislators, the Governor's Office and Legislative Staff as necessary; and
6. Assist the County in the drafting of legislation and amendments on behalf of the County

#### **Fees:**

For these services, McLean County agrees to pay Anderson Legislative Consulting, Ltd. an annual fee of Seven Thousand Five Hundred Dollars (\$7,500) to perform services outlined in the Agreement. McLean County will make two equal payments of three thousand seven hundred and fifty dollars (\$3,750.00) on January 31, 2014 and July 30, 2014.

**Term:**

This agreement is effective January 1, 2014 through December 31, 2014, unless either party provides 30 days written notice to terminate the agreement.

**Changes:**

McLean County may require changes in the work and services, which Anderson Legislative Consulting, Ltd. is to perform hereunder. Such changes may require an increase in the contracted fee between McLean County and Anderson Legislative Consulting, Ltd. Changes to the agreement, including any increase or decrease in the amount of Anderson Legislative Consulting Ltd.'s compensation, work and services, which are mutually agree upon by and between McLean County and Anderson Legislative Consulting Ltd., shall be incorporated in written amendments to this Letter of Agreement.

Agreed and accepted

\_\_\_\_\_  
For Anderson Legislative Consulting, Ltd

\_\_\_\_\_  
Date

\_\_\_\_\_  
For McLean County

\_\_\_\_\_  
Date

2002 South Wiggins Avenue  
Springfield, Illinois 62704  
Office: 217.726.8358  
Fax: 217.726.8362

## AMENDMENT TO CHILDREN'S WAITING ROOM AGREEMENT

This amendment, dated January 2, 2014, amends the agreement between the Eleventh Judicial Circuit Court ("Court"), McLean County ("County") and the Children's Home + Aid (CH+A) dated July 21, 2009 and renewed on January 2, 2013.

All terms and conditions of the amended Agreement between the Court, County and CH+A dated November 20 2007 and January 20, 2009, remain the same except the following:

### RECITALS

4. Compensation of CH+A. For the services provided from January 2, 2014 through December 31, 2014 shall be paid as follows:  
  
\$33,000 for the period commencing January 2, 2014 through December 31, 2014, payable in monthly installments of \$2,750.00 payable in advance on or about the first day of each month from January – December 2014.
5. Term and Right to Termination. This agreement shall commence upon its execution by the parties and shall expire at midnight on December 31, 2014. The Agreement may be terminated by any party upon thirty (30) days written notice to the other party. In such event, the CH+A shall continue to operate and be paid pro rata for all services under this Agreement through the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above.

CHILDREN'S HOME + AID,

ELEVENTH JUDICIAL CIRCUIT COURT,

\_\_\_\_\_  
Lisa Pieper, Regional Vice President

\_\_\_\_\_  
Elizabeth A. Robb, Chief Judge

COUNTY OF McLEAN,

ATTEST:

\_\_\_\_\_  
Matt Sorensen, Chairman  
County Board of McLean County, IL

\_\_\_\_\_  
Kathy Michael, County Clerk  
McLean County

McLEAN COUNTY, IL  
CHILDRENS' WAITING ROOM AGREEMENT

This Agreement between the Eleventh Judicial Circuit Court ("Court"), the County of McLean ("County"), and the Children's Foundation ("Foundation") dated this 20th day of November, 2007.

RECITALS

A Children's Waiting Room shall be established by the Court and County on the third floor of the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois for the purpose of providing a temporary day care location for children between the ages of 6 weeks and 12 years who are, or whose parents or guardians are, appearing in court or conducting court business. The Children's Waiting Room shall be available for the commencement of operations on January 2, 2008.

Pursuant to 705 ILCS 105/27.7, the expense of establishing and maintaining as children's waiting room for children whose parents or guardians are attending court may be borne by the county and to defray that expense, the county, by Ordinance, requires the Circuit Clerk to charge and collect a \$5.00 fee to be paid by each party in civil cases.

The Children's Foundation has expertise in providing professional day care services and is qualified to operate child care programs and is desirous of providing same for the Court and the County in the Children's Waiting Room in the McLean County Law & Justice Center.

In consideration of the mutual covenants and undertakings set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Court, County and Foundation agree that the recitals set forth above are a part of this Agreement and further agree as follows:

1. Project. Under the terms of this Agreement, the Foundation shall operate the Children's Waiting Room in the McLean County Law & Justice Center ("Project") for the benefit of parents and guardians of such children who have court related business within the McLean County Law & Justice Center beginning January 2, 2008 between the hours of 8:30 a.m. to 12:15 p.m. and 1:15 p.m. to 4:30 p.m. and on such dates and times when the McLean County Law & Justice Center is open for court business. The parties agree that children between the ages of 6 weeks and 12 years will be eligible for the services of the Project. The Project is designed to accommodate a maximum of 13 children at any given time.
2. Foundation's Responsibilities. The Foundation shall operate the Project according to the terms of the Policies and Procedures Manual adopted by the Foundation and amended from time to time, a copy of which is attached as Exhibit A. Foundation shall provide qualified staff to fulfill the needs of the staff/children ratio requirements as provided in Exhibit A. The Foundation shall, at a minimum, provide the Project with a full-time coordinator who shall meet the requirements of the Illinois Department of Children and Family Services, volunteer caregivers, Illinois State University and Illinois Wesleyan University interns. The Foundation shall be responsible for the employment,



supervision, licensure, training, background checks, fingerprinting and payment of benefits for all such personnel. The Foundation shall be further responsible for furnishing adequate and necessary supplies and snacks for the Project.

3. Court and County Responsibilities. The Court and County agree to make available at their expense the necessary facilities, electricity, heating, air conditioning, furniture, equipment, security, and janitorial services for the Project.
4. Compensation of Foundation. For the services provided, the Foundation shall be paid \$8,000.00 upon execution of this Agreement. Upon the commencement of the operation of the Project by the Foundation, the Foundation shall be paid as follows:  
  
\$33,000 for the period commencing January 2, 2008 through and including December 31, 2008, payable in equal quarterly installments as follows: \$8,250.00 on March 31, 2008; \$8,250.00 on June 30, 2008; \$8,250.00 on September 30, 2008; and \$8,250.00 on December 31, 2008.

It is the intent of the parties that the compensation paid to the Foundation shall only cover its direct expenses for wages and benefits of employees assigned to the Project plus expenses for adequate and necessary supplies and snacks for the Project. The Court and the County shall have the right to audit the cost and payroll records of the Foundation as they relate to the compensation being paid under this Agreement.

5. Term and Right of Termination. This Agreement shall commence upon its execution by the parties and shall expire at midnight on December 31, 2008. The Agreement may be terminated by any party upon 30 days written notice to the other parties. In such event, the Foundation shall continue to operate the Project and be paid pro rata for all services completed under this Agreement through the date of termination.
6. Release of New Information. The Foundation agrees to issue a media release on the opening of the Children's Waiting Room to all area news media. The County agrees to place Children's Waiting Room information on the McLean County government website. Posting of information about the availability and use of the Children's Waiting Room shall also be made by the County in the Law & Justice Center. The Court agrees to mail information about the availability and use of the Children's Waiting Room to members of the McLean County Bar Association.
7. Hold Harmless. The Foundation shall hold the Court and the County harmless and agree to indemnify the Court and the County from any and all claims, liabilities, judgments, costs, attorney fees, or expenses incurred the Court and the County which arise directly out of the operation by the Foundation of the Project; except, however, this hold harmless indemnification provision shall not apply to any claims, liabilities, judgments, costs, attorney fees, or expenses which arise as a result of the McLean County Law & Justice Center facilities, or acts or omissions of the Court or the County's employees or agents. The Foundation agrees to promptly notify the Court and the County upon the discovery of facilities needing repair or maintenance.

8. Insurance. The Foundation shall, during the term of this Agreement procure and maintain applicable Workers' Compensation insurance as required by the law of the State of Illinois and Comprehensive bodily injury and property damage liability insurance with not less than \$5,000,000 combined single limit liability per occurrence policy limits and shall show the Court and the County as additional insureds on such insurance policy. The Foundation agrees to provide the Court and the County with a Certificate of Insurance demonstrating compliance with this section upon request.

9. Independent Contractor. The Foundation is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Court or the County in-so-far as the manner and means of performing the services and obligations of this contract. However, the Court and the County reserves the right to inspect the Foundation's work and service during the performance of this contract to ensure that this contract is performed according to its terms. The Foundation is obligated to furnish, at its own expense, all the necessary labor, supplies, and materials.

10. Notices. Any Notice required or permitted under the terms of this Agreement shall be deemed to have been given when delivered personally or by certified mail to the following contact person(s) at the following address(es):

To the Court: McLean County Circuit Court  
c/o Chief Judge Elizabeth Robb  
McLean County Law & Justice Center RM 511  
104 West Front Street  
Bloomington, IL 61701

To the County: McLean County Board  
c/o Bill Wasson, County Administrator  
Government Center RM 401  
115 East Washington Street  
Bloomington, IL 61701

To the Foundation: Children's Home + Aid Foundation  
c/o Lisa Pieper, Regional Vice President  
403 South State Street  
Bloomington, IL 61701

11. Assignment. This Agreement shall inure to the benefit of and be binding on the parties herein and their respective successors and assigns; provided, however, that this Agreement may not be assigned by a party except upon the prior written consent of each other party to this Agreement.

12. Entire Agreement; Amendments. This Agreement, including any Exhibits and Schedules, sets forth the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter of this Agreement. Any proposed modification or amendment of this Agreement must be made in writing and be executed by the parties herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

CHILDREN'S FOUNDATION,

By: \_\_\_\_\_  
Lisa Pieper, Regional Vice President

ELEVENTH JUDICIAL CIRCUIT COURT,

By: \_\_\_\_\_  
Elizabeth Robb, Chief Judge

COUNTY OF McLEAN,

ATTEST:

By: \_\_\_\_\_  
Matt Sorensen, Chairman  
County Board of McLean County,  
Illinois

\_\_\_\_\_  
Kathy Michael, Clerk of the  
County Board of McLean County,  
Illinois

OFFICE OF THE CHIEF JUDGE  
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb  
Chief Judge

William Scanlon  
Trial Court Administrator  
Sandra Hoffman  
Administrative Assistant



Law & Justice Center  
104 W. Front Street RM 511  
Bloomington, IL 61701  
(309) 888-5254  
(309) 888-5266 (TCA)  
(309) 888-5602 FAX

Counties of:  
Ford, Livingston, Logan,  
McLean, and Woodford

December 26, 2013

TO: McLean County Justice Committee

RE: Renewal of Contract with ISU Stevenson Center  
Data Analysis for the Criminal Justice Coordinating Council

Since 2010, the ISU Stevenson Center has provided data analysis of the jail population, mentally ill population and comparisons with the population of McLean County and other similarly sized counties in Illinois. This data has been invaluable in creating policies and procedures to manage the jail population and to provide information regarding case trends for various justice system departments.

Attached is the most recent proposal from the ISU Stevenson Center to continue providing consulting services to McLean County. In addition to the established tasks of the Center, in 2014, there will be:

Additional services to provide case management and case processing data to the Circuit Court. This will be the starting point for the Court, in consultation with the State's Attorney, Public Defender and other offices to adopt strategies to process certain case (or case categories) in a more efficient process, or to adopt differentiated case management for certain offenses and/or defendant groups.

Refocus certain data analysis efforts on a common definition of recidivism, and determine if there are strategies or conceptual models which may assist Court Services or other entities in reducing recidivism.

Begin multivariate analysis which may assist the Court and jail staff in making determinations regarding length of stay in custody.

The ISU Stevenson Center has also asked the County to move the contract to a state fiscal year model (July 1 – June 30) to assist them in planning their budgeting and staffing for the project. To assist in that effort, this contract is for the period of January 1 – June 30, 2014.

Dr. Frank Beck and I will be present at the January 7, 2014 Justice Committee meeting to discuss this with the Committee.

Sincerely,

[www.mcleancountyil.gov/circuitcourt](http://www.mcleancountyil.gov/circuitcourt)

*William F. Sullivan*

Trial Court Administrator  
Eleventh Judicial Circuit

RENEWAL OF THE CONTRACT FOR CONSULTING SERVICES  
FOR THE McLEAN COUNTY CRIMINAL JUSTICE COORDINATING COUNCIL

This Contract was entered into on March 16, 2010 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and the Board of Trustees of Illinois State University, on behalf of its Stevenson Center for Community and Economic Development, hereinafter known as "the Consultant"; and

WHEREAS, the County of McLean has authority under 55 ILCS 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a continuing need to provide statistical research and analysis services to the Criminal Justice Coordinating Committee (CJCC); and

WHEREAS, the Consultant has the capacity to provide such services;

NOW, THEREFORE:

1. The Consultant hereby agrees to provide research and analytical services to the CJCC.
2. The purpose of this professional services contract is to provide professional consulting services to the CJCC on an ongoing basis. Services will primarily consist of extracting data from the County's electronic justice information system, conducting standard statistical analysis using an evidence-based methodology, assisting the County in development of standardized reports to support management and/or policy decisions related to the justice system, and presenting reports of jail population characteristics, jail space utilization and related information to the CJCC, its Executive Committee and its sub-committees on no less than a monthly basis.
3. The County shall pay Consultant \$75.00 per hour for the consulting services. Consultant shall submit an invoice for the consulting services on a monthly basis, and County shall promptly pay the invoices within thirty (30) days of receipt. Consultant services shall not exceed 40 hours without prior approval of the Chair of CJCC.

The Consultant agrees to:

1. Perform his duties as Consultant as outlined in Paragraph 2 above. The Chair of the CJCC Executive Committee shall authorize and approve any special assignments to the Consultant and shall review and approve all bills submitted by the Consultant for payment. Consultant is expected to attend all meetings of the CJCC Executive Committee and all full CJCC meetings.
2. The Consultant, as an independent contractor, shall be responsible for coverage under the Workers' Compensation Act.

It is further agreed by both parties:

1. The Consultant is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Consultant's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
2. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
3. The Consultant may engage the services of other qualified professionals to assist with the work assigned by the CJCC, but at all times the Consultant shall be solely responsible for the work products provided to the CJCC.
4. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
5. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
6. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
7. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
8. This contract may not be assigned by either party without the prior written consent of the other party.
9. This contract may be terminated for any of the following reasons:
  - a. At the request of the Consultant upon giving sixty (60) days' written notice prior to the effective date of cancellation. Any amounts owed Consultant to date of termination shall be paid within thirty (30) days of cancellation.
  - b. At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation. Any amounts owed Consultant to date of termination shall be paid within thirty (30) days of cancellation.
10. Renewal of this contract shall be effective, and consulting services shall commence January 1, 2014 and continue through June 30, 2014.

This contract shall be governed and interpreted in accordance with the laws of the State of Illinois. All

relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein and incorporated herein by reference.

Written notice shall be mailed by certified copy to the following address:

For the Criminal Justice Coordinating Committee:

Honorable Elizabeth Robb, Chief Judge  
Eleventh Judicial Circuit  
McLean County Law & Justice Center RM 511  
104 W. Front Street  
Bloomington, IL 61701

For the McLean County Board:

Mr. William Wasson  
County Administrator  
Government Center, Room 401  
115 West Washington St.  
Bloomington, Illinois 61702-2400

For the Consultant:

Dr. Frank Beck  
Stevenson Center for Community and Economic Development  
Campus Box 4200  
Illinois State University  
Normal, IL 61790-4200

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties.

IN WITNESS THEREOF, the parties have affixed their respective signature on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.



APPROVED:

The Board of Trustees of Illinois State University:

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Dr. Sheri Noren-Everts, PhD.  
ISU Vice President and Provost for the  
Consultant

Criminal Justice Coordinating Council:

---

Elizabeth A. Robb, Chief Judge  
Criminal Justice Coordinating Council

McLean County:

---

Matt Sorensen, Chairman  
McLean County Board

ATTEST:

---

Kathy Michael, County Clerk  
McLean County, IL



# STEVENSON CENTER

FOR COMMUNITY AND ECONOMIC DEVELOPMENT  
*Illinois State University*

Campus Box 4200  
Normal, IL 61790-4200  
Telephone (309)438-7090  
Facsimile (309)438-5228  
StevensonCenter@ilstu.edu  
<http://www.StevensonCenter.org>

Analyses and Plans for Criminal Justice Coordinating Council  
Update for Justice Committee, McLean County Board  
Prepared: December 23, 2013

With the assistance of Information Technologies and the Circuit Court, each month Stevenson Center staff members transfer data from IJS to Illinois State University. This includes information on bookings, court appearances, charges, reasons for arrest, and much more. We repackage the data into flat files that permit two major areas of analysis: a) Use of the Jail and b) Case Processing.

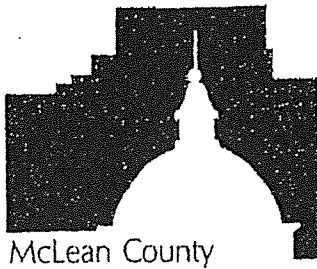
Regarding jail use, there is now a main "tree trunk" containing all bookings from January 2006 to the present. There is a separate record for each Booking.Number and associated Case Person.IDs. Each record contains an indicator for each day (1 = spent the night, 0 = did not spend the night). Each column is a day of a year and the column contains 0s and 1s relative to each record. Associated with each record is ethnicity, year of birth, gender, whether the alleged crime involved violence or drugs, severity of the charge filed, severity of the arrest charge, and much more. Numerous kinds of analyses have been conducted, including:

- Number of bookings into the jail by charge severity, ethnicity, drug/violence charge, mental illness and over time
- Average length of stay in the jail by charge severity, ethnicity, mental illness, drug/violence charge, and over time
- Total beds used in the jail by charge severity and over time
- All of the above by year, quarter, and month

For early 2014 the Criminal Justice Coordinating Council charged the Stevenson Center with focusing on three areas of interest:

- 1) Case Processing Time: Analysis was completed for cases beginning in 2007-2010. We were able to show the median amount of time it takes cases to move from initial booking to a custody hearing, arraignment, status hearings, plea, first trial date, last trial date, first sentence date, and last sentence date. This analysis needs to be updated and guided by committees of the CJCC.
- 2) Recidivism: As IJS contains individual data over time, Stevenson Center staff members will begin to look at the number of times and rate that individuals return to the jail within two years of their probation ending. We will measure recidivism by severity of charge, drug/violent charge, mental disability, and over time.
- 3) Multivariate Analysis: To date the analysis of length of stay and overall jail use focused on no more than three related factors at a time. Using statistical techniques, the CJCC wants to know the factors most important in predicting number of days someone is in the jail (e.g., charge severity, prior convictions in McLean County, drug/violent offense, total number of charges, age, ethnicity, sex, etc.)

In addition to these three areas, the Stevenson Center will continue to monitor jail use as discussed above. We look forward to committees within the CJCC providing guidance as to what we can do to help their work.



McLean County

DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
(309) 888-5069 FAX (309) 888-5933  
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

TO: Honorable Members of the Justice Committee

CC: County Administrator Bill Wasson

From: Jeanene Payne, Jail Medical Supervisor

RE: Contract for Physician

Date: 12/26/2013

---

I have attached for your review a proposed 2014 physician contract amendment increasing the compensation by 4% between OSF Healthcare Systems and the McLean County Adult Detention Center.

As stated in the contract, this is an amendment for compensation only. All other terms and conditions of the 2 year contract remain the same. This increase is consistent with the contract at the Juvenile detention center. Both facilities utilize the same physician.

OSF Healthcare Systems provided excellent services the past year in the form of medical services, and I believe this will hold true in 2014.

I will be present at the Justice Committee meeting to answer any questions you may have.

Attachment

*Jeanene Payne RN, BSN  
Jail Medical Supervisor*

Amendment to the Contract  
McLean County Adult Detention Facility Physician

Pursuant to the terms of the McLean County Adult Detention Facility Physician contract Page 3, 9, the annual "compensation to the HOSPITAL for the services of the McLean County Adult Detention Facility PHYSICIAN..." for the period of January 1, 2014 through December 31, 2014 shall be \$56,881.06 per year payable on a monthly basis. All other terms and conditions of the 2-year agreement shall remain in effect.

APPROVED by the McLean County Board this 21<sup>st</sup> day of January 2014.

HOSPITAL

OSF HEALTHCARE SYSTEM, an Illinois  
not for profit corporation, owner and  
operator of St. Joseph Medical Center,  
Bloomington, Illinois

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary

COUNTY:

COUNTY OF MCLEAN, body  
Politic and Corporate

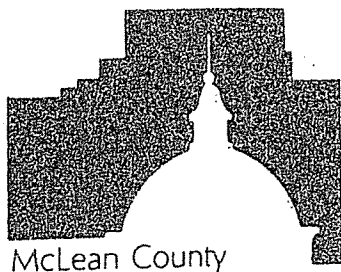
By: \_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

By: \_\_\_\_\_  
Kathy Michael, Clerk of the  
McLean County Board of McLean  
County, Illinois

APPROVED:

\_\_\_\_\_  
Mike Emery  
McLean County Sheriff



McLEAN COUNTY SHERIFF'S DEPARTMENT  
MIKE EMERY, SHERIFF  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5859  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Violence Division (309) 888-4940  
FAX (309) 888-5072

December 23, 2013

TO: Honorable William Caisley, Chairperson, and Honorable Members of the  
McLean County Justice Committee

FROM: Sheriff Mike Emery

RE: January 7, 2014 Justice Committee Meeting

I respectfully request that the following items be placed on the January 7, 2014 Justice Committee Agenda for Action and Information:

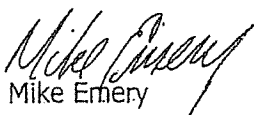
**ACTION**

1. Request Approval of Bid by Ray O'Herron Co. for 2014 Uniform and Equipment Purchases

**INFORMATION**

1. McLean County Detention Facility Population Report

Respectfully,

  
Mike Emery  
Sheriff

October 31, 2013

INSTRUCTIONS TO BIDDERS

Sheriff's Office Uniform & Equipment Purchases  
For The One Year Period of February 1, 2014 to January 31, 2015

Purchasers: Purchasers are the McLean County Sheriff's Office, 104 W. Front St.,  
Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.  
Contact person: Support Services Commander, Lt. Brent Wick

Mandatory Vendor Information

Name of company submitting formal quote: Ray O'Herron Co., Inc.

Printed name of authorizing agent submitting quote: Ray O'Herron

Signature of authorizing agent submitting Quote: Ray O'Herron

Date quote proposal submitted: 12/16/2013

Company address: 3549 N. Vermilion St. Danville, IL 61834

Company Contact Telephone Number: 800-223-2097

Company Contact Email Address: rayoherron@oherron.com

Company Contact FAX Number: 888-223-3235

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Office and shall be enclosed in a sealed envelope marked as follows:

"Proposal for uniforms & equipment purchases for the McLean  
County Sheriff's Office"

The name and address of the bidder must appear in the upper left hand corner of the sealed envelope. The envelope must be delivered to the McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61701, by 10:00am on Friday, December 20th, 2013. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Office.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Lt. B. Wick 12-20-13 @ 10:04  
JW

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2014 to January 31, 2015 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Office) at no extra charge. Vendors submitting bids may provide an equivalent brand and/or model of uniform to the one specified if the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Office. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Office as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Office by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done in the Sheriff's Office at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Office reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on those sections of the contract that they do not have a complete inventory of specific items in stock, and do not intend to maintain this inventory for the duration of the contract.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Brent Wick at : (309) 888-5034 Monday through Friday, 8:30a.m. to 4:30p.m. , Fax: (309) 888-5072 or e-mail: [brent.wick@mcleancountyil.gov](mailto:brent.wick@mcleancountyil.gov)

Vendors DO NOT have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

**Police & Correctional Officer's Uniform Category**

\*You may bid another brand as long as the substituted models & brands are approved by Lt. Wick prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note it clearly so we know exactly what you propose as a substitute.*

Amount	Command Staff Uniforms:
\$35.95	Blauer White S.S. Class Act Shirt #8421
\$39.95	Blauer White L.S. Class Act Shirt #8431
\$59.95	Pants: Pink Tan or Taupe w/Dark Brown Stripe #HS2136
\$79.00	Blauer 8980-2 Sidepkt pants, Dark Tan w/ Dark Brown Stripe
\$	
\$	
\$	
	<b>Deputy Uniform:</b>
\$297.00	Blauer 9820Z 4 in 1 Jacket (Brown) NEW #9820-60-BR
\$259.00	Blauer 9910Z Cruiser Jacket (Brown)
\$51.50	Yellow raincoat #447SC-YL
\$5.95	Necktie break away clip-on in silver tan or corrections gray 20 or 22 inch
\$49.95	Midway 5-Star hat (with all accessories including cover matching pant material)
\$5.95	Replacement Midway hat accessories, Silver, or Gold snake band w/buttons
\$19.00	Trooper Hat Brown/Navy#Fur TROOPER
\$12.50	Black Stocking Cap #125-BK
\$	
\$	
\$	
\$	
\$	
	<b>Boots / Shoes</b>
\$53.00	Bates High Gloss duty oxford, men's/ womens in clarino Model #22141 / #22741
\$105.00	Bates GX-4 Gortex Waterproof
\$119.95	Bates GX-8 Gortex Side Zip Waterproof
\$144.00	Bates C3-6 Boot
\$	
\$	
\$	
\$	



Uniforms Cont.

	<b>Corrections Uniform:</b>
\$75.00	Wool sweater with badge tab & epaulets (Navy) #210-NB
\$119.00	3-Season Bomber Jacket (Navy) #6120-NB
\$39.95	Blauer Streetgear S.S. Shirt #8713 (Navy)
\$48.95	Blauer Streetgear L.S. Shirt #8703 (Navy)
\$62.00	Blauer Streetgear #8810 Cargo/Utility type pants (Navy)
\$	
\$	
\$	
\$	
\$	
\$	
	<b>Deputy Uniform:</b>
\$51.00	Blauer Streetgear SS shirt #8916 in Brown/ Tan Note available in Tan
\$59.95	Blauer Streetgear LS shirt #8906 in Brown/ Tan Note available in Tan
\$67.50	Blauer Streetgear #8980 pants in Brown
\$43.00	Blauer breakaway traffic vest #339S W/SHERIFF
\$7.95	Embroidered, Sew on Name Tapes, same material as the shirts. Silver/ Gold lettering
\$	
\$36.00	Elbeco SS shirt Tex Trop 100%Poly. Tan #3312
\$33.50	Elbeco LS shirt Tex Trop 100%Poly. Tan #312
\$	
\$	

TOTAL FOR UNIFORM CATEGORY \$1981.45

**POLICE LEATHER/NYLON CATEGORY**

Unless otherwise specified, all leather is High Gloss finish. The Sheriff's Office is also using Nylon duty gear now for daily wear. We will certainly consider other brands of equal or superior quality in both styles. Please denote exactly what brand and model you are bidding if you substitute.

Amount	Police Leather:
\$64.50	Duty belt in High Gloss w/buckle (silver or gold) #87V
\$31.95	Inner velcro garrison belt in High Gloss #99
\$28.95	Cuff case w/Silver or Gold snap in High Gloss #90
\$2.95	2 snap belt keepers (silver or gold) in High Gloss #65-9
\$16.50	Latex surgical glove pouch in High Gloss #33-9
\$32.95	Double snap magazine pouch (silver or gold snaps) in High Gloss #77
\$22.95	Open top carrier for "Stinger" flashlight in High Gloss #306-1-9
\$23.95	Boston Leather 5487 (5") portable radio carrier in High Gloss #5487-2
\$118.00	Safariland Top Gun Model #200 in High Gloss #200
\$	
\$	
\$	
\$	
\$	
\$	
	<b>Nylon Duty Gear:</b>
\$19.95	Bianchi Patrol Tec duty belt #313xx
\$15.00	Bianchi Patrol Tec inner belt #313xx
\$8.95	Bianchi Patrol Tec 2 snap keepers 4 pack #31304
\$18.95	Bianchi Patrol Tec double snap magazine pouch (vertical or horizontal) #31302
\$12.95	Bianchi Patrol Tec top flap cuff case #31300
\$11.95	Bianchi Patrol Tec open top cuff case #31403
\$12.95	Bianchi Patrol Tec Stinger flashlight holder (closed top) #31308
\$10.50	Bianchi Patrol Tec Stinger flashlight holder (open top) #31315
\$12.95	Bianchi Patrol Tec ASP baton holder #31460
\$14.95	Boston Leather 5487 (5") portable radio carrier in Nylon #5487-5
\$	
\$	
\$	
\$	
\$	

**TOTAL FOR THE POLICE LEATHER CATEGORY \$481.80**

**BADGE CATEGORY**

Blackinton is the preferred badge for this category. However, if there is a comparable company with equivalent look and finish, they may be bid also. #'s have been left on as a reference only.

Amount	Badges:
\$66.95	Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener.
\$90.00	Same as above but in HiGlow finish
\$78.95	Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back. Top ("Sheriff's Police") Bottom ("McLean County")
\$110.50	Shirt Badge #B1004 (as above) w/extra top panel "SERGEANT" spelled out HiGlow finish
\$87.50	Shirt Badge #B1277 w/black letters, full color state shield with HiGlow finish w/pin back. ("Lieutenant" or "20 years of Service" on lower panel)
\$104.00	Badge #B879 Shield w/black lettering, full color state seal w/HiGlow finish and clip back ( "Detective" on upper panel)
\$125.50	Badge #1277 DE "Retired"
\$19.50	Tie Bar #A3271 w/ Deputy badge in either gold or silver color finish
\$15.95	Namebar #A2450 in Rhodium finish
\$23.00	Same as above but in HiGlow finish
\$16.00	"Serving Since" bar #1693 in gold or silver finish
\$18.50	Lt. Bars "small" # A1973HG
\$20.50	Badge Cases for B879
\$20.50	Badge Cases for B1004
\$20.50	Badge Cases for B1277
\$	
\$	
\$	
\$	
\$	

TOTAL FOR THE BADGE CATEGORY: \$817.85 |

**POLICE BODY ARMOR CATEGORY**

Substitutes may be accepted in this category as long as they are of equal or better quality and meet all NIJ 06 standards. Primary color for carriers are **BROWN** for Deputies and **NAVY** for Corrections.

Amount	Body Armor:
\$620.00	Body Armor Level II w/soft trama insert and an additional carrier.
\$69.00	Replacement Carrier (Brown/ Navy) for the above listed vest
\$	Armor Express Halo Level II, (1) Carrier & (1) ICW-ARA Plate
\$	

OR,

If the above vest is not available please provide specifications and cost on a comparable vest of a reputable manufacturer.

SUB TOTAL FOR POLICE BODY ARMOR                      \$689.00 |

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Wick must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

Amount	Miscellaneous Police Equipment:
\$99.00	Premier Crown Riot Helmet Model 900 with full riot pkg in Brown/Navy
\$22.50	Replacement Model 900 face shield #FS2
\$21.50	Replacement interior liner & sizing kit for Premier 900 ILK1
\$25.50	Saunders Aluminum Report Writing Board – A-Holder #10017
\$20.00	Saunders Aluminum Ticket Writing Board #10006
\$11.00	Barrier tape (1000' roll) "Sheriff's Line Do Not Cross"
\$75.00	Red Flares w/spikes -30 minute (per gross) #0730
\$18.50	NARKII Narcotics Test Kit NARK 2005 (Cannabis)
\$18.50	NARKII Narcotics Test Kit NARK 2007 (Cocaine)
\$18.50	NARKII Narcotics Test Kit NARK 20015 (MDMA)
\$109.00	Streamlight SL-20x with DC & AC charger #20203
\$32.00	Ni-Cad Battery stick for SL-20x #20170
\$13.95	Streamlight replacement bulb/lamp module for SL-20x #20110
\$9.95	SL-20x Charger Sleeve both AC and DC #22052
\$94.50	Streamlight Stinger flashlight AC75001 #75711 Stinger LED
\$17.95	Stinger replacement battery #75175
\$17.95	Stinger Charger both AC and DC #75100
\$5.95	Disposable Emergency Blanket #35700
\$	
\$	
\$	
\$	
\$	
\$	

**MISCELLANEOUS POLICE EQUIPMENT CONTINUED:**

\$2.00		Firearms target ¾" pasters (20 roll carton)
\$12.00		Flex-Cuffs per order of 100
\$No Bid		Taser X2 Weapon
\$No Bid		Taser X26 Weapon
\$No Bid		Cartridge for X26 taser (15 feet)
\$No Bid		Cartridge for X26 taser (XP-25 feet)
\$No Bid		Taser (DPM) for X26
\$No Bid		Blade-Tech X26 taser holster #44952
\$No Bid		Blackhawk Serpa Holster for (TASER X26)
\$No Bid		X3 Magnesium Holster
\$No Bid		X3 EDPM Battery System
\$No Bid		15 ft. Smart Cartridge (X3, X2)
\$No Bid		25 ft. Smart Cartridge (X3, X2)
\$No Bid		35 ft. Smart Cartridge (X3, X2)
\$No Bid		15 ft. LS Training Cartridge (X3, X2)
\$No Bid		25 ft. LS Training Cartridge (X3, X2)
\$No Bid		35 ft. LS Training Cartridge (X3, X2)
\$59.00		Blackhawk (Pistol) CQC Serpa Holster w/Belt loop and Paddle
\$48.00		Uncle Mike's Tac Bag #5249-1
\$69.00		Hatch Gloves SOG HK300 in black
\$299.00		Ballistic Helmet, Level 3 in Black #PST650
\$36.00		ESS NVG Goggles in Black #740-0243
\$		
\$		
\$		
\$		

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$1156.25 |

McLean County Sheriff's Office Year 2014 bid document.

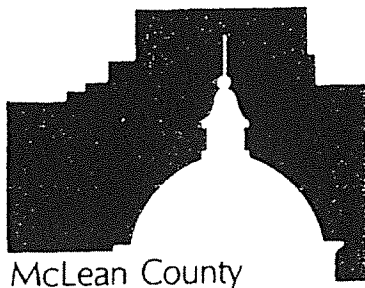
Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Bids sent to:

10-8 Outfitters  
Attn: Stephen Stewart  
1206 Towanda Plaza Suite 1  
Bloomington, Illinois 61701

Ray O'Herron Co. Inc  
Attn: Bids/Contracts  
3549 N. Vermilion  
P.O. Box 1070  
Danville, Illinois 61834-1070

CHIEF Supply Company  
Attn: Angelique Starkweather  
8604 Cliff Cameron Drive.  
Suite 105  
Charolette NC. 28269



REBECCA C. McNEIL  
McLEAN COUNTY TREASURER

(309) 888-5180 Fax (309) 888-5176

www.mcleancountyil.gov

Government Center

115 E. Washington Room M-101 P.O. Box 2400 Bloomington, Illinois 61702-2400

Date: December 18, 2013

To: Chairman Owens & Members of the Finance Committee

From: Rebecca McNeil   
McLean County Treasurer & Tax Collector

RE: Deed of Conveyance PIN 14-27-353-003

On May 18, 1999, the McLean County Board entered into a service agreement with Joseph Meyer and Associates to create a Delinquent Real Estate Tax Liquidation Program. This agreement was entered into in conjunction with the specifications outlined in 35ILCS 200/21-90 of the property tax code. The primary goal of the program is to recover delinquent real estate taxes for the benefit of all taxing districts. The second goal is to return unproductive and abandoned parcels back to productive use and subsequently, the tax rolls of the County.

The property taxes on PIN 14-27-353-003 were left unpaid for tax year 2009 and were sold to the Trustee at the 2010 annual tax sale. The subsequent taxes for tax year 2010 and 2011 were also left unpaid and sold to the Trustee. In accordance with the Illinois property tax code, the County of McLean, as Trustee for the taxing districts, acquired title in 2013 through the Delinquent Real Estate Tax Liquidation Program. An offer has been received by William Ohlendorf. Mr. Ohlendorf held a prior interest in the property and has remitted an offer equivalent to the full amount that would have been required if the sold taxes had been redeemed prior to tax deed.

I respectfully request that the McLean County Finance Committee and the McLean County Board approve the following resolution to authorize the Chairman of the McLean County Board to cancel the tax sale Certificate of Purchase and execute a deed of Conveyance on PIN 14-27-353-003 to William Ohlendorf. Approval of this resolution will eliminate the County's interest and return the parcel to the active tax rolls.

Thank you for your consideration.



## RESOLUTION



WHEREAS, The County of McLean, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of McLean, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

EAST SIDE ADD TO NORMAL (EX BEG SE COR: W44.4', NELY TO POINT 47.1' N SE COR, S POB-DRAINAGE DITCH) LOT 17

PERMANENT PARCEL NUMBER: 14-27-353-003

As described in certificate(s): 2009-00188 sold on November 05, 2010

Commonly known as: 206 E. Vernon AVE.

and it appearing to the Finance Committee that it would be to the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, William J Ohlendorf, has paid \$999.16 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$581.40 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$85.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. The remainder is the amount due the agent for his services.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF MCLEAN COUNTY, ILLINOIS, that the Chairman of the Board of McLean County, Illinois, authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$581.40 to be paid to the Treasurer of McLean County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this 21<sup>st</sup> day of January, 2014

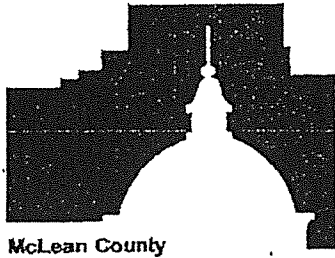
ATTEST:

Kathy Michael  
CLERK

Matt Som  
COUNTY BOARD CHAIRMAN

SURRENDER

12-13-001



DEPARTMENT OF PARKS AND RECREATION  
(309)726-2022 FAX (309)726-2025 www.mcleancountyil.gov  
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee  
FROM: Michael J. Steffa, Director of Parks and Recreation  
DATE: December 30, 2013  
RE: Contract for a New Campground Automation Reservation System

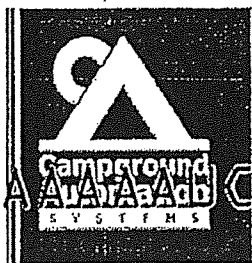
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The Park's Department is requesting permission to sign a contract and to purchase a new campground automation reservation system, with Campground Automation Systems, Incorporated (CAS). The current system was purchased in the early to mid 1990's. This current system does not allow us on-line reservation capabilities and, more importantly, does not have a secure credit card provider, and are not PCI compliant. Under current state/federal laws we must be in compliance with PCI laws providing a secure storage for credit card users and their numbers. The vendor (CAS) will be handling these compliances off-site and McLean County would not be liable for any breaches of security with these credit card numbers.

In addition, this new system would allow the Park's Department to offer on-line capabilities to their customers. This would satisfy a high volume of customer requests for this service. This on-line capability would also reduce the amount of time Park staff would be using reserving campsites or picnic shelters via telephone or walk-ins at the park Visitor Center. Therefore, staffing could be utilized elsewhere. This new system will also allow us to keep inputting all financial/revenue that comes into the Park. This system will also allow us to keep better track of inventory and produce additional financial reports if needed.

Initial set-up fees will be paid by the Information Technologies Department. The Park's Department would then be responsible for a monthly service fee. Any additional fees for using the on-line portion of this system will be passed on to the customer.

Attached: Contract from Campground Automated Service, Incorporated



AAAA2

AAAAAUCAA2

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Cover Page for Faxing Documents to your DocuSign Envelope

1. Write the number of pages on the line below.
2. Fax the document and cover page to the appropriate number below:  
U.S. and Canada: 877-810-1296 (US and Canada) or 442033645829 (international)  
London: 442033645829  
Singapore: 6565124501

From:	Craig Nelson
Envelope Subject:	End User Agreement / Comlara Park
Attachments to Fax:	
Envelope ID:	8871cfd1-49e7-431e-82aa-7f31bece84c8
Sender Account Name:	Campground Automation Systems, Inc.
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: [service@docusign.com](mailto:service@docusign.com) | 1.866.219.4318

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Fax transmissions take approximately one minute per page faxed.  
This page may only be used once. If you would like to fax again, you must print a new cover page.

AAAAAUCAA2

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POWERED BY DocuSign

## Campground Automation Systems - License Agreement

Licensee (Company Name): McLean County Government

Campground Name: Comlara Park

Individual to Contact:

Street Address:

City:

State/Province:

Zip:

Website:

Country:

Phone Number: (309) 888-5100

Email: craig.nelson@mcleancountyil.gov

Fax Number:

Monthly Fee for Service: 249.00

Number Sites on Sunrise: 150

Free customization hours with plan: 10

Setup Fee: 1550.00

Customization Hourly Rate: 90.00

Fee for Online Reservations: 3.50

Sunrise Features: Premium

Service Provided by Campground Automation Systems: Sunrise Reservations and Sunrise Panorama

Additional Terms supersede any conflicts that may be in agreement below:

Term Length: Unless otherwise agreed upon in writing, this agreement is for one year and shall automatically renew each successive year in one year increments on the anniversary date of execution unless Licensee terminates the agreement by providing written notice thereof to CAS not later than 60 days prior to the anniversary date of the agreement.  
Payment Terms: Licensing fee will be taken by setting up an automatic draft of the Licensee's bank account or by credit card on a monthly basis.

**CAMPGROUND AUTOMATION SYSTEMS, INC.  
LICENSE AGREEMENT**

Whereas Licensee desires to receive, and Campground Automation Systems, Inc. as Licensor, (hereinafter, CAS) desires to grant to Licensee, a non-exclusive license to make certain websites, web applications and software available for use to Licensee's Authorized Users in accordance with the terms and conditions set forth below, and in consideration of the above stated amount to be paid monthly, the parties hereby agree as follows:

**SECTION I DEFINITIONS.** The definition of terms set forth in this Section 1 shall apply when such terms are used in this Agreement, its exhibits, and any amendments hereto.

- 1.1 "Authorized Users" means Licensee's employees, agents and contractors.
- 1.2 "Effective Date" means the date on which CAS executed this Agreement as set forth on the signature page.
- 1.3 "Enhancements." Changes, additions, upgrades, other than Maintenance Modifications, to the Licensed Software, Equipment, or Licensed Documentation that add significant new functions or substantially improved performance thereto by changes in system design or coding.
- 1.4 "Equipment." Any and all hardware provided by CAS to the Licensee pertaining to the support, operation and functionality of the software in the course of the subscription of the Services.
- 1.5 "Errors." Problems caused by incorrect operation of; (i) the computer code of the Licensed Software, (ii) the Equipment provided by CAS (where applicable), or (iii) an incorrect statement or diagram in Licensed Documentation that produces incorrect results or causes incorrect actions to occur.
- 1.6 "Licensed Documentation." The system documentation and the user manuals in whatever form available, currently available from CAS, for the Licensed Software or any Equipment provided by CAS, and more particularly described at Exhibit A hereto *[to be provided in equipment purchase]*.
- 1.7 "Licensed Software." CAS's "Sunrise Reservations" and "Sunrise Panorama" web applications as well as any locally installed software that CAS might deem necessary to provide for the performance of its Service. This further includes Sunrise Kiosks or other approved Equipment including site-control firmware, which Licensee may purchase as part of the Sunrise System. This does NOT include network hardware or software, computer hardware or software, or Internet connection software required to access CAS hosted software.
- 1.8 "Maintenance Modifications." Modifications or revisions to the Licensed Software,

Equipment, or Licensed Documentation that correct Errors therein.

- 1.9 "Service." The entire scope of service provided by CAS for and to the benefit of the Licensee as pertains to the licensing of the Service, which includes but is not limited to, the use of the Software, Equipment (where provided by Licensor), Manuals and other pertinent documentation, where provided, and solely as described under this Licensing Agreement or related documentation.
- 1.10 "Online Reservation." For the purposes of this agreement and for billing clarification, an online reservation is a reservation that is completed by the guest of the park/campground through SunriseReservations.com.

## SECTION II LICENSE AND FEES

- 2.1 Subject to the terms and conditions of this Agreement, CAS grants to Licensee a nontransferable, nonexclusive, limited right to access Software. This license is expressly conditioned upon Licensee's compliance with the following requirements:
- 2.2 Licensee may not modify or alter the Software, or any components thereof, as they are provided by CAS to Licensee.
- 2.3 Any use of the Software licensed pursuant to this Agreement by the Licensee and/or its Authorized Users will be subject to the terms and conditions of the CAS Privacy Policy and Terms and Conditions that accompanies the Software. Licensee is responsible for ensuring that the Privacy Policy and Terms and Conditions is posted on Licensee's website and that each authorized user is aware of and complies with the terms of the Privacy Policy and Terms and Conditions. Additionally, CAS does not retain any credit cards information as part of the Terms and Conditions and Privacy Policy and therefore, Licensee may not record credit card information in the Software in any format. CAS will not be held liable for credit card information loss because it retains no Credit Card data.
- 2.4 Licensee agrees not to modify, reverse engineer, reverse compile, or otherwise disassemble the Software. Licensee may not use nor permit any other party to use, reproduce, sublicense, display, distribute or dispose of the Software, in whole or in part, other than as expressly permitted under this Agreement. Licensee further agrees that it will not display or distribute any screen shots of the Software without CAS's written consent.
- 2.5 Licensee acknowledges that the Software is the sole and exclusive property of CAS and that it embodies valuable confidential and secret information of CAS, the development of which required the expenditure of considerable time and money by CAS. Licensee shall treat the Software and Licensed Documentation in confidence and acknowledges that CAS retains all right, title, and interest in the Software, including without limitation all copyrights, patents, trademarks and other proprietary rights including data collected by software. Except as expressly set forth herein, no other rights or licenses are granted or

are to be implied and Licensee will not derive or assert any title or interest in or to the Software, proprietary equipment, or related documentation. This Agreement does not authorize Licensee to use CAS's name or any of its trademarks.

- 2.6 If the Software and the related documentation are provided as an upgrade to an earlier licensed release of the Software, then you must have a valid license to operate such earlier release of the same version and edition as the upgrade to install or use the upgrade. All software being upgraded is deemed to be a part of the Software and is subject to this Agreement.
- 2.7 The License fee set forth in this Agreement shall be paid by Licensee within 30 days of Licensor's execution of this Agreement. The License fee is subject to change at the expiration of any year of Service as measured from the execution date of this Agreement.
- 2.8 The license fee specified in this Agreement hereof is exclusive of any federal, state, or local excise, sales, use, and similar taxes assessed or imposed with respect to the computer software licensed hereunder. Licensee shall pay any such amounts upon request of Licensor accompanied by evidence of imposition of such taxes.
- 2.9 Licensee shall make payments on or before required due dates for all payments including setup fees, ongoing license fees, supports fees, and any other ongoing payments required by CAS. If Licensee fails to make payments within 5 days of the due date, CAS may charge a 15% late fee for each month delinquent as late fees. CAS reserves the right to terminate Software service without notice to any Licensee for delinquent payments.
- 2.10 The preferred method of payment for monthly license fee(s) is either ACH or credit card. This is the payment method that will be used to automatically collect payment on a monthly basis as well as setup fees. Please select payment method.
- 2.11 Any remitted payment that results in an NSF or a declined credit card shall subject licensee to an additional \$100 penalty fee.

### SECTION III TERMINATION

- 3.1 This Agreement will continue until terminated pursuant to this section 3. Either party may terminate this Agreement at any time by providing written notice to the other party. This Agreement will automatically terminate in the event that Licensee becomes insolvent, has a receiver appointed, makes an assignment for the benefit of the creditors, or becomes the subject of any proceeding under any bankruptcy, insolvency, or debtor's relief law.
- 3.2 In the event of any termination of this Agreement, all Licensee's rights granted herein shall immediately cease. No delay, omission or failure to exercise any right or remedy provided for in this Agreement shall be deemed a waiver thereof, nor shall it be deemed to be a waiver of any other or subsequent breach. The rights of the parties under this clause are in addition to any other rights and remedies provided by law or under this Agreement. Sections 1, 2, 3, 4, 5, and 6 shall survive termination of this Agreement.

- 3.3 In the event Licensee fails to pay the monthly fee above described, CAS reserves the right to immediately terminate this contract. Both parties agree that CAS does not waive this remedy or any other remedies should it decide to not take action.
- 3.4 If this agreement has a term for length of time listed on page 1 and the Licensee terminates the agreement before the end of the term without just cause, the Licensee will be responsible for the remaining payments of the term unless waived by CAS.
- 3.5 In the event that CAS determines it necessary to take legal action for collection of any or all outstanding amounts owed by Licensee, Licensee agrees to compensate CAS for any and all such legal related expenses, including but not limited to court costs, reasonable attorney fees, and late charges and interest accrued on the outstanding amount(s) owed.

#### SECTION IV. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES

OTHER THAN A LIMITED ONE (1) YEAR WARRANTY PROVIDED BY CAS FOR ITS EQUIPMENT, CAS PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE, INCLUDING BUT NOT LIMITED TO THE SOFTWARE, EQUIPMENT, OR MANUALS OR SUPPORTING DOCUMENTATION. THE SOFTWARE, EQUIPMENT, AND DOCUMENTATION ARE ALL PROVIDED "AS IS".

- 4.1 The Service, including but not limited to the Software, Equipment and Documentation, is licensed to Licensee on an "AS IS" basis. CAS MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, REGARDING THE SERVICE LICENSED HEREUNDER, INCLUDING WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 4.2 As the exclusive remedy of Licensee for any nonconformity or defect constituting an Error in the Software for which CAS is responsible, CAS shall use commercially reasonable efforts to provide Maintenance Modifications with respect to such Error. However, CAS shall not be obligated to correct, cure, or otherwise remedy any Error in the Software resulting from any (1) modification of the Software by Licensee, (2) misuse or damage of the Software other than by personnel of CAS, or (3) failure of Licensee to notify CAS of the existence and nature of such nonconformity or defect promptly upon its discovery.
- 4.3 IN NO EVENT SHALL CAS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT, THE SOFTWARE, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CAS HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, LICENSEE ACKNOWLEDGES THAT THIS ALLOCATION OF RISKS IS A PART OF THE



BARGAIN OF THIS AGREEMENT. CAS's total liability under this Agreement, however arising, shall not exceed the lesser of five hundred dollars (\$500.00) or the annual license fee remitted by the Licensee.

- 4.4 DUE TO THE COMPLEXITY OF THE SOFTWARE, IT IS POSSIBLE THAT USE OF THE SOFTWARE COULD LEAD TO THE UNINTENTIONAL LOSS OR CORRUPTION OF DATA. IN NO EVENT SHALL CAS BE HELD LIABLE FOR ANY SUCH LOSS OR CORRUPTION OF DATA OR INFORMATION RELATED TO ANY LICENSEES OR THIRD PARTIES WHO MAY USE THIS SOFTWARE. Although CAS takes many precautions in order to protect this data including nightly backups to locations off-site from the hosted server, the warranties provided in this Agreement do not cover any damages or losses resulting from data loss or corruption, and CAS shall not be held liable for the loss or corruption of such data.

## SECTION V. INDEMNIFICATION

- 5.1 CAS has no obligation to indemnify, defend or hold Licensee harmless from and against any claim that the Software licensed hereunder infringes any third party patent, copyright, trademark or other intellectual property right. Licensee will promptly notify CAS of any such claim.
- 5.2 To the extent permitted by applicable law, Licensee will indemnify, defend and hold CAS harmless from any and all claims, damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with Licensee's use of the Software, unless the claim arises solely out of the Software as originally provided by CAS to Licensee. The foregoing exception will not apply to a claim arising out of the combination of the Software with any other software or hardware. CAS will promptly notify Licensee of any such claim and will provide reasonable cooperation and assistance in connection with such claims.

## SECTION VI. GENERAL TERMS

- 6.1 CAS reserves the right to change the Service as it may deem necessary or desirable. CAS reserves the right, without penalty or liability, to withdraw or discontinue any Service, without penalty or liability, from a Licensee who causes a system to malfunction or to a Licensee who fails to make changes which, in CAS's sole discretion, would prevent future malfunctions. CAS reserves the right to service, repair, exchange, test, and perform quality assurance exams on all CAS provided Equipment, if deemed necessary by CAS both on and off the Licensee's premise(s) and at Licensee's expense throughout the duration of the Agreement. CAS reserves the right to process test system on Licensee's behalf and at Licensee's expense in order to monitor performance and Quality Assurance. After the initial installation of any necessary Equipment, any relocation thereafter must be approved and/or performed by an authorized CAS representative. Failure to comply will constitute grounds for termination of this Agreement and

immediate repossession of all Equipment. Licensee is solely and completely financially responsible for any damage sustained to Equipment while such Equipment was in possession of the Licensee or on Licensee's property or storage, unless otherwise agreed upon in writing by CAS.

- 6.2 CAS shall not be liable for delays in performance under this Agreement or for failure to perform hereunder by reason of any third party's failure to provide CAS with the data necessary for complete and proper transmission of the Service. In the event that CAS shall be delayed, hindered in or prevented from the performance of any work, service or other acts required of CAS under this Agreement due to strikes, walk-outs, telecommunications equipment and power failures, government restrictions, civil commotion, riots, acts of terrorism, acts of war, fire, or act of God, all of such activities being beyond the control of CAS, then performances of such work, service, or other acts shall be excused for a period of such delay and the period for the performance of such work, services, or other acts shall be extended for a period equivalent to the period of such delay.
- 6.3 No action regardless of form, arising out of this Agreement, may be brought by either party hereto more than one year after the event giving rise to the cause of action except in the case of nonpayment, in which the applicable statute of limitation for collection actions will be applicable.
- 6.4 NOTICES. Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (iv) via electronic mail; or (v) as otherwise expressly provided in this Agreement. All communications will be sent to the parties' physical or electronic addresses noted on the first page of this Agreement. Licensee shall inform CAS in writing of any change in Licensee's physical or electronic address.
- 6.5 EXPORT. Licensee may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, Licensee represents and warrants that Licensee is not located in any such country or on any such list. Licensee also agrees that Licensee will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
- 6.6 INJUNCTIVE RELIEF. Licensee recognizes and acknowledges that any use or disclosure of the Software or Licensed Documentation by Licensee in a manner inconsistent with the provisions of this Agreement may cause CAS irreparable damage for which remedies other than injunctive relief may be inadequate, and Licensee agrees that in any request to a court of competent jurisdiction by CAS for injunctive or other

equitable relief seeking to restrain such use or disclosure, Licensee will not urge that such remedy is not appropriate under the circumstances.

- 6.7 ASSIGNMENT. This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by Licensee by any means, including without limitation, by operation of law or merger. Any attempted assignment of this Agreement in violation of this section will be void.
- 6.8 RELATIONSHIP OF THE PARTIES. Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint ventures, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.
- 6.9 PUBLICITY. Licensee agrees that it will not make any press releases or public announcements referring to this Agreement without CAS's prior consent.
- 6.10 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee as applied to agreements entered into and to be performed entirely within Tennessee between Tennessee residents. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in Nashville, Tennessee. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that District.
- 6.11 NO ORAL AGREEMENTS. This Agreement constitutes the entire Agreement between the parties concerning the use and distribution of the Software licensed hereunder. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.
- 6.12 CAS reserves the right to market online reservations on behalf of the licensee.
- 6.13 CAS will move the park to production 30 days after the demo build is available to begin testing or at the date requested by the park, whichever is earlier. Upon transfer to the production environment, CAS will begin billing at the contracted monthly rate.
- 6.14 The licensee grants that Sunrise Reservations will be the only source for online reservations for their park. Email forms or other optional reservation options will be taken off the licensee's website.
- 6.15 For licensee's not contracted on the unlimited pricing plan, CAS reserves the right to bill the licensee at the unlimited plan rate that is listed on the CAS website ([www.campgroundautomation.com/pricing](http://www.campgroundautomation.com/pricing)) at any time that the licensee does not have a readily apparent link to take online reservations on their website or if the licensee takes the online reservations link off of their website. Billing at the unlimited plan rate will continue until a readily apparent online reservations link to Sunrise Reservations is added to the park's website.

## SECTION VI. BILLABLE HOURS

- 7.1 Customization of the software will be billed at the hourly rate listed on the first page of this document. Prior to any customization being completed that will be billable, CAS will notify the licensee for approval.

The Starter and Standard plans do not include any customization time. All customization of the software is billable.

The premium and unlimited plans come with some hours of free customization. Once those hours are used up, notification for billable hours will be sent to the licensee prior to any billable work being done.

Understood and agreed to by the duly authorized representatives of the parties:

LICENSEE:

By: (signature) *Michael J. Steffa* For McLean County  
Printed Name: *Craig Nelson* *Michael J. Steffa*  
Title: Director, Information Technologies, *Director - McLEAN COUNTY DEPT. OF PARKS & RECREATION*  
Institution: *McLEAN COUNTY DEPT. OF PARKS & REC.*  
Date: *[Signature]*

CAS:

By: (signature)

Printed Name: Tyler Duffy  
Title: President  
Date: \_\_\_\_\_  
(Effective Date)

ADOPTED by the McLean County Board this 21<sup>st</sup> day of January, 2014

ATTEST:

APPROVED:

\_\_\_\_\_  
Kathy Michael, Clerk of the County Board  
McLean County, Illinois

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

STATE OF ILLINOIS  
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF RICK BLEICHNER  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEMS BOARD**

**WHEREAS**, due to the expiration of term of Rick Bleichner as a member of the Emergency Telephone Systems Board it is advisable to consider an appointment or reappointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

**BE IT FURTHER RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Rick Bleichner as a member of the Emergency Telephone Systems Board for a term of four years to expire on the Third Tuesday of January 2018 or until a successor shall have been qualified and appointed.

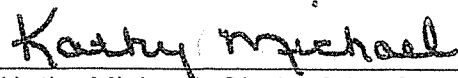
**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Rick Bleichner and the Director of the Emergency Telephone System Board, as well as the County Clerk, County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of January 2014.

**APPROVED:**

  
\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

**ATTEST:**

  
\_\_\_\_\_  
Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois

(100112)

) STATE OF ILLINOIS )  
SS  
) COUNTY OF McLEAN )

A RESOLUTION FOR APPOINTMENT OF NICHOL K. BLEICHNER  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Nichol K. Bleichner as a member of the Emergency Telephone System Board, it is advisable to consider an appointment or reappointment to this position; and,

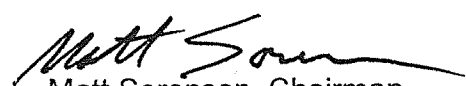
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Nichol K. Bleichner as a Member of the Emergency Telephone System Board to complete a four-year term to expire on the third Tuesday in January, 2018, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Nichol K. Bleichner, and the Director of ETSB as well as the County Auditor, County Clerk and County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of January, 2014.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois

STATE OF ILLINOIS       )  
)   SS  
COUNTY OF McLEAN       )

A RESOLUTION FOR REAPPOINTMENT OF LEE KLINTWORTH  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Lee Klintworth as a member of the Emergency Telephone System Board, it is advisable to consider an appointment or reappointment to this position; and,

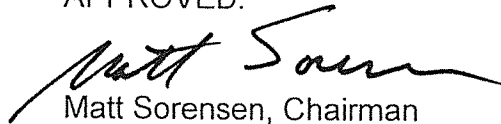
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Lee Klintworth as a Member of the Emergency Telephone System Board for a four-year term with the term expiring upon the third Tuesday in January, 2018, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Lee Klintworth and the Director of the Emergency Telephone System Board, as well as the County Auditor, County Clerk and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of January 2014.

APPROVED:

  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

  
Kathy Michael, Clerk of the County  
Board of the County of McLean, Illinois



Pollock

PROCLAMATION of the McLEAN COUNTY BOARD  
IN RECOGNITION OF  
ELMO AND EULA QUINN/QUINN SERVICE STATION

WHEREAS, the Quinn family has served residents of McLean County at Quinn's Service Station in downtown Bloomington on the corner of Main and Chestnut Street in Bloomington for over 72 years with service to customers and community as the trademark of Quinn's Service Station; and;

WHEREAS, Quinn's Service Station has been on the original alignment of Route 66 and served the traveling public for parts of eight decades, and Quinn's Service Station and Quinn Family was inducted into the Route 66 Association of Illinois Hall of Fame in 2012 in recognition of being "those people and places along Route 66 whose blend of hardy individualism and grassroots community spirit gave the road such special character"; and

WHEREAS, Elmo Quinn spent his entire adult life at Quinn's Service Station beginning in the late 1950's and purchasing the station in 1979 in partnership with his wife, Eula Quinn, and have committed their lives to serving the public and providing the highest level of service to McLean County residents; and

WHEREAS, Elmo and Eula Quinn exemplify the spirit of entrepreneurship, passion, positivity, and leadership in McLean County; and

WHEREAS, Elmo Quinn will forever be dubbed "The Mayor of Main Street" for his commitment to downtown Bloomington and McLean County; and


WHEREAS, Elmo and Eula Quinn announced their retirement, and Quinn's Service Station closed its doors on December 31, 2013, marking an end of an era; and now, therefore,

BE IT RESOLVED that the County Board of McLean County and the citizens of McLean County extend a grateful thank you to Elmo and Eula Quinn in recognition of their remarkable career and dedication in service to their community.

ADOPTED by the McLean County Board this 21st day of January, 2014.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the County Board  
McLean County, Illinois



Matt Sorensen, Chairman  
McLean County Board

Members Segobiano/Buchanan moved the County Board approve the Consent Agenda as Amended. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Member Robustelli was invited to the podium to make comments and awarded a proclamation to Elmo and Eula Quinn, Quinn service station for 72 years of service.

*Clk Clerk*

EXECUTIVE COMMITTEE:

Member McIntyre, Vice Chairman, presented the following:

RESOLUTION TO AMEND THE RULES  
OF THE COUNTY BOARD OF McLEAN COUNTY

Whereas, the McLean County Board Rule 5.15-1 provides that each standing committee shall have not more than six members each at the discretion of the County Board Chairman, and  
Whereas, the McLean County Board wishes to amend its rules to allow each of the standing committees to have not more than seven members each at the discretion of the County Board Chairman.

Be it resolved that McLean County Board Rule 5.15-1 is amended to read as follows: (underline indicates additions)

5.15 COMMITTEES - NUMBER, DESIGNATION AND MEMBERSHIP.

5.15-1 There shall be six (6) Standing Committees:

(A) The Executive Committee shall have not more than nine members with the membership consisting of the Chairman and the Vice Chairman of the Board and the Chairman of the other standing committees and not more than three (3) members of the Board appointed as at-large members of the Committee by the County Board Chairman.

(B) The Finance Committee, Justice Committee, Land Use and Development Committee, Property Committee, and Transportation Committee; each committee shall have not more than ~~six~~ seven members each, at the discretion of the County Board Chairman.

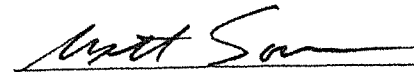
ADOPTED by the McLean County Board this 21st day of January, 2014.

ATTEST:



Kathy Michael, Clerk of the McLean  
County Board, McLean County, Illinois

APPROVED:



Matt Sorensen, Chairman  
McLean County Board

Members McIntyre/Caisley moved the County Board approve of a Request for Approval of Resolution to Amend the Rules of the County Board of McLean County in Regards to Committees - Number, Designation, and Membership - Rules Subcommittee. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Member McIntyre, Vice Chairman, presented the following:

No Clerk

A RESOLUTION OF THE  
McLEAN COUNTY BOARD  
APPROVING THE CHAIRMAN'S APPOINTMENTS TO THE  
STANDING COMMITTEES, SUBCOMMITTEES AND THE  
LIQUOR CONTROL COMMISSION OF THE  
McLEAN COUNTY BOARD

WHEREAS, on December 3, 2012, the McLean County Board adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, on January 21, 2014, the McLean County Board amended the *Rules of the County Board of McLean County*; and,

WHEREAS, pursuant to Section 5.15-1 of the *Rules of the County Board of McLean County*, the Chairman shall appoint the members of all Standing Committees, Subcommittees and the Liquor Control Commission, subject to approval by the members of the Board; and,

Whereas, McLean County Board Rule 5.15-1(B), as amended on January 21, 2014, provides that each Standing Committee shall have not more than seven members each at the discretion of the County Board Chairman, and

Whereas, the McLean County Board Chairman wishes to appoint a seventh member to the Standing Transportation Committee pursuant to Section 5.15-1 of the *Rules of the County Board of McLean County*; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

(1) The following appointments to the Standing Committees of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

**Executive Committee**

Matt Sorensen, Chairman  
John McIntyre, Vice Chairman  
Paul R. Segobiano  
George Gordon  
Stan Hoselton  
Benjamin Owens  
Sondra "Sonny" O'Connor  
Don Cavallini  
William Caisley

**Finance Committee**

Benjamin Owens, Chairman  
Sondra "Sonny" O'Connor, Vice Chairman  
Laurie Wollrab  
Erik Rankin  
Jim Soeldner  
Chuck Erickson

**Property Committee**

Paul R. Segobiano, Chairman  
Susan Schafer, Vice Chairman  
George Wendt  
Julie Brandt  
Victoria Harris  
Carlo Robustelli

**Transportation Committee**

Stan Hoselton, Chairman  
Don Cavallini, Vice Chairman  
Jim Soeldner  
Richard Buchanan  
Sally Pyne  
Victoria Harris  
Carlo Robustelli

**Justice Committee**

William Caisley, Chairman  
Erik Rankin, Vice Chairman  
John McIntyre  
Laurie Wollrab  
Susan Schafer  
Jim Soeldner

**Land Use and Development Committee**

George Gordon, Chairman  
Chuck Erickson, Vice Chairman  
George Wendt  
Richard Buchanan  
Sally Pyne  
Julie Brandt

(2) The following appointments to the Subcommittees and the Liquor Control Commission of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

**Rules Subcommittee**

John McIntyre, Chairman  
Benjamin Owens, Vice Chairman  
George Gordon  
Erik Rankin  
Chuck Erickson

**Liquor Control Commission**

Matt Sorensen, Chairman  
George Wendt, Vice Chairman  
Stan Hoselton  
Don Cavallini  
Julie Brandt

(3) The County Clerk shall provide a copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil State's Attorney.

(4) This Resolution shall become effective immediately upon approval and adoption.

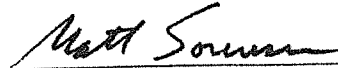
ADOPTED by the McLean County Board this 21<sup>st</sup> day of January, 2014.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the County Board,  
McLean County, Illinois



Matt Sorensen, Chairman  
McLean County Board

Members McIntyre/Schafer moved the County Board approve of a Request for Approval of a Resolution of the McLean County Board Approving the Chairman's Appointments to the Standing Committees, Subcommittees, and the Liquor Control Commission of the McLean County Board. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Member McIntyre, Vice Chairman, presented the following:

## **McLean County Officials and Employees Ethics Ordinance**

### **PREAMBLE**

**WHEREAS**, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

**WHEREAS**, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

**WHEREAS**, it is the clear intention of the Act to require units of local government and school districts to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalized ordinance violations; and

**WHEREAS**, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and

**WHEREAS**, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD  
OF McLEAN COUNTY, ILLINOIS, AS FOLLOWS:**

### **ARTICLE 1**

For purposes of this ordinance, the following terms shall be given these definitions:

"Campaign for elective office" means any activity is furtherance of an effort to influence the selection,

nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Commission" means an Ethics Commission created by the County Board of McLean County, Illinois.

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Elected Officer" or "Elected Official" means a person elected or appointed to an Elective County Office, regardless of whether the officer is compensated for service in his or her official capacity, but does not include the Circuit Court Judges, the non-judicial officers of the Circuit Court, the Circuit Clerk or State's Attorney.

"Employee" means a person employed by the Employer, whether on a full-time or part-time basis or occasional/seasonal basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means McLean County, Illinois as well as its elected and appointed officials.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributed to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Political" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a County Clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a County Clerk.

"Prohibited political activity" means:



- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for/against any referendum question.
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for/ against any referendum question.
- (6) Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for/ against any referendum question.
- (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for/ against any referendum question or helping in an effort to get voters to the polls.
- (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for/against any referendum question.
- (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- (10) Preparing or reviewing responses to candidate questionnaires in connection with a campaign for elective officer or on behalf of a political organization for political purposes.

- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for/against any referendum question.
- (12) Campaigning for any elective office or for/ against any referendum question.
- (13) Managing or working on a campaign for elective office or for/against any referendum question.
- (14) Serving as a delegate, alternate, or proxy to a political party convention.
- (15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

- (1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;
- (2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;
- (3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or
- (4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

"Subsidiary Body" means any board, commission, or committee, created or authorized by statute or ordinance of the County.

## **ARTICLE 2**

### **PROHIBITED POLITICAL ACTIVITIES**

For purposes of this Ordinance, the following are prohibited political activities:

- (a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of McLean County in connection with any prohibited political activity.
- (b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holiday's, vacation or personal time off).
- (c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.
- (d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.
- (e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of political committee, of a political party, or of a political organization or club.

### **ARTICLE 3**

#### **GIFT BAN**

Section 3-1. Gift ban. Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or

employee (collectively referred to herein as "recipients") shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 3-2. Exceptions. Section 3 -1 is not applicable to the following:

- (1) Opportunities, benefits, and services that are available on the same conditions as for the general public.
- (2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.
- (3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.
- (4) Educational materials and missions.
- (5) Travel expenses for a meeting to discuss business.
- (6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great uncle, great aunt, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
- (7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether, to the actual knowledge of the recipient, the individual who gave the gift personally paid for

the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether, to the actual knowledge of the recipient, the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.

- (8) Food or refreshments not exceeding \$75.00 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by an means.
- (9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
- (10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intra-governmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.
- (11) Bequests, inheritances, and other transfers at death.
- (12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.00.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 3-3. Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Sectio 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

## **ARTICLE 4**

### **ETHICS ADVISOR**

Section 4-1. The County Board Chairman, with the advice and consent of the County Board shall designate an Ethics Advisor for McLean County. The duties of the Ethics Advisor may be delegated to an officer or employee of McLean County unless the position has been created as an office by the McLean County Board.

Section 4-2. The Ethics Advisor shall provide guidance to the officers and employees of McLean County concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws. The Ethics Advisor shall perform such duties as may be delegated by the County Board.

## **ARTICLE 5**

### **ETHICS COMMISSION**

Section 5-1. There is hereby created a commission to be known as the Ethics Commission of McLean County. The Commission shall be comprised of three members appointed by the Chairman of the County Board with the advice and consent of the County Board. No person shall be appointed as a member of the Commission who is related, either by blood or marriage up to the degree of first cousin, to any elected officer of McLean County. No more than two members of the Commission shall belong to the same political party at the time such appointments are made. Party affiliation shall be determined by affidavit of the persons appointed.

Section 5-2. At the first meeting of the Commission, the initial appointees shall draw lots to determine their initial terms. Two commissioners shall serve 2-year terms, and the third commissioner shall serve a 1-year term. Thereafter, all commissioners shall be appointed to 2-year terms. Commissioners may be re-appointed to serve subsequent terms.

At the first meeting of the Commission, the commissioners shall choose a chairperson from their number. Meetings shall be held at the call of the chairperson or any two commissioners. A quorum shall consist of two commissioners, an official action by the commission shall require the affirmative vote of two members.

Section 5-3. The Chairman of the County Board, with the advice and consent of the County Board, may remove a commissioner in case of incompetency, neglect of duty or malfeasance in office after service on the commissioner by certified mail, return receipt requested, of a copy of the written charges against the commissioner and after providing an opportunity to be heard in person or by counsel upon not less than 10 days' notice. Vacancies shall be filled in the same manner as original appointments.

Section 5-4. The Commission shall have the following powers and duties:

- (1) To promulgate procedures and rules governing the performance of its duties and the exercise of its powers.
- (2) Upon receipt of a signed, notarized, written complaint, to investigate, conduct hearings and deliberations, issue recommendations for disciplinary actions, impose fines in accordance with Article 6 of this Ordinance and refer violations of Article 2 or Article 3 of this Ordinance to the McLean County State's Attorney. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Ordinance and not upon its own prerogative.
- (3) To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of the Ordinance.
- (4) To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of McLean County to cooperate with the Commission during the course of its investigations. Failure or refusal to cooperate with any request by the Commission shall constitute grounds for discipline or discharge where provided by law.
- (5) The powers and duties of the Commission are limited to matters clearly within the purview of this Ordinance.

Section 5-5.

COMPLAINTS ALLEGING ARTICLE 2 OR ARTICLE 3 VIOLATIONS

- (a) Complaints alleging a violation of this Ordinance shall be filed with the Ethics Commission.
- (b) A complaint alleging the violation of the Act must be filed within one year after the alleged violation. For purposes of this Section, "filed" means received by a member of the Ethics Commission or by a staff member of the McLean County Administration Office.

PRE-HEARING PROCEDURES

### NOTICE OF INITIAL HEARING

- (c) Within three (3) business days after the receipt of a complaint, the Commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within three (3) business days after receipt by the Commission. The notices to the respondent and the complaint shall also advise them of the date, time, and place of the meeting to determine the sufficiency of the complaint and to establish whether probable cause exists to proceed.

### INITIAL HEARING ON SUFFICIENCY AND PROBABLE CAUSE TO PROCEED

(b) (d)

Upon not less than 48 hours' public notice, the Commission shall meet to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this Ordinance, to determine whether there is probable cause, based on the evidence presented by the complainant, to proceed. The meeting may be closed to the public to the extent authorized by the Open Meetings Act. The Commission shall issue notice to the complainant and the respondent of the Commission's ruling on the sufficiency of the complaint and, if necessary, on probable cause to proceed within seven (7) business days after receiving the complaint.

### ARTICLE 3 ALLEGATIONS: NOTICE OF HEARING OR NOTIFICATION TO STATE'S ATTORNEY

(e)(e)

If the complaint is deemed sufficient to allege a violation of Article 3 of this Ordinance and there is a determination of probable cause, then the Commission's notice to the parties shall include a hearing date scheduled within four (4) weeks after the complaint's receipt. Alternatively, the Commission may elect to notify in writing the McLean County State's Attorney to consider prosecution of such actions. If the complaint is deemed not sufficient to allege a violation or if there is no determination of probable cause, then the Commission shall send by certified mail, return receipt



requested, a notice to the parties of the decision to dismiss the complaint, and that notice shall be made public.

### ARTICLE 3 ALLEGATIONS: NOTICE OF DISMISSAL

(f)

If the complaint is deemed sufficient to allege a violation of Article 2 of this Ordinance, then the Commission shall notify in writing the McLean County State's Attorney to consider prosecution of such actions and shall transmit to the McLean County State's Attorney the complaint and all additional documents in the custody of the Commission concerning the alleged violation.

### Section 5-6

### ARTICLE 3 ALLEGATIONS: HEARING BEFORE THE COMMISSION

(a) On the scheduled date and upon at least 48 hours' public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The hearing may be closed to the public only if authorized by the Open Meetings Act.

### ARTICLE 3 ALLEGATIONS: CONTINUANCES

(b) At the discretion of the Ethics Commission and for good cause shown, the Ethics Commission may grant a continuance of a scheduled hearing to any party.

- a. Except in bona fide emergencies, motions for continuances shall be submitted to the Commission in writing as soon as possible after the reason for the request for continuance is known. A copy of the motion shall be served on the opposing party.
- b. In situations where time is too short to present a written motion for continuance, the party shall contact the Commission directly by any reasonable means and shall notify the opposing party likewise. The Commission may grant a hearing and a decision by default may be entered against any party not appearing.

### ARTICLE 3 ALLEGATIONS: HEARING PROCEDURES

- c. Any party who desires such may be represented by legal counsel. The accused party shall be afforded the opportunity to respond and present evidence and argument, to call witnesses, and to compel the attendance of witnesses by subpoena.
- d. All witnesses who testify shall do so under oath.
- e. The Commission shall cause a record of the hearing to be preserved, which shall include the following: all pleadings, notices, motions, rulings, etc.; all documentary or physical evidence received; offers of proof, objections and rulings thereon; and any decision, opinion or report by the Commission; and an electronic recording of the hearing proceedings.

### ARTICLE 3 ALLEGATIONS: RULES OF EVIDENCE

- f. Irrelevant, immaterial and unduly repetitious evidence shall be excluded. The rules of evidence and privileges as applied in civil cases in the Circuit Courts of the State of Illinois shall be followed. However, evidence not admissible under such rules may be admitted except where prohibited by statute, if it is a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. Objections to evidentiary offers may be made and shall be noted in the record. Subject to these requirements, when the cause of a hearing will be expedited and the interest of the parties will not be prejudiced, any part of the evidence may be received in written form or by stipulation.
- g. Parties shall have the right to conduct cross examination of witnesses to the extent necessary for a full and fair disclosure of the facts. Notice may be taken of matters which the Circuit Court of the State may take judicial notice. In addition, notice may be taken of generally recognized technical or scientific facts within the agencies within the Commission's specialized knowledge. Such notice shall be noted in the record. The Commission's experience, technical competence,

and specialized knowledge may be utilized in the evaluation of evidence.

ARTICLE 3 ALLEGATIONS: DECISIONS OF THE COMMISSION

- h. Violation of the Ethics Ordinance shall be proven by a preponderance of the evidence.
- i. Findings of fact shall be based exclusively on the evidence and on matters officially noticed.
- j. (e) Within 30 days after the date the hearing or any recessed hearing is concluded, the Commission shall either (i) dismiss the complaint or (ii) issue a recommendation for discipline up to and including discharge of the alleged violator to the County Board Chairman or other officer having authority to discipline the officer or employee or impose a fine upon the violator, or both. The particular findings in the case, any recommendation for discipline, and any fine imposed shall be a matter of public information.
- k. (f) If the hearing was closed to the public, the respondent may file a written demand for a public hearing on the complaint within seven (7) business days of the issuance of the recommendation for discipline or imposition of a fine, or both. The filing of the demand shall stay the enforcement of the recommendation or fine. Within 14 days after receiving the demand, the Commission shall conduct a public hearing on the complaint upon at least 48 hours' public notice of the hearing and allow both parties the opportunity to present testimony and evidence. Within seven (7) days thereafter, the Commission shall publicly issue a final recommendation to the alleged violator and the Chairman of the County Board or other officer having authority to discipline the officer or employee or impose a fine upon the violator, or both.
- l. If a complaint is filed during the 60 days proceeding the date of any election at which the respondent is a candidate, the Commission shall render its decision as required under subsection (e) within

seven (7) days preceding that election. The Commission shall render such decision before the date of that election, if possible.

m. (g) Unless precluded by law, disposition may be made of any case by stipulation, agreed settlement, consent order, or default, at any stage in the proceedings. If the Commission does not concur with any proposed disposition by stipulation or settlement, the hearing shall proceed to completion

~~(h) A complaint alleging the violation of this Act must be filed within one year after the alleged violation.~~

## ARTICLE 6

### PENALTIES

- (a) A person is guilty of a Class A misdemeanor if that person intentionally violates any provision of Article 2 of this Ordinance.
- (b) A person who intentionally violates any provision of Article 3 of this Ordinance is guilty of a business offense.
- (c) Any person who intentionally makes a false report alleging a violation of any provision of this Ordinance to the Ethics Commission of McLean County, to the State's Attorney or any other law enforcement official is guilty of a Class A misdemeanor.
- (d) A violation of Article 2 of this Ordinance may be prosecuted as a criminal offense by the McLean County State's Attorney by filing in the Circuit Court an information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt.
- (e) A violation of Article 3 of this Ordinance may be prosecuted as a business offense by the McLean County State's Attorney, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.
- (f) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Article 2 or Article 3 of

this Ordinance is subject to discipline or discharge where provided by law.

#### ARTICLE 7

#### REPEAL

The McLean County Gift Ban Ordinance that was enacted on June 15, 1999 and amended on October 15, 2002 is hereby repealed.

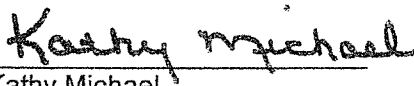
#### ARTICLE 8

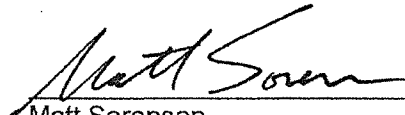
#### EFFECTIVE DATE

This Ordinance shall be in effect this was adopted by the County Board of McLean County, Illinois, on the 18th day of May, 2004. This Ordinance is adopted as amended by the County Board of McLean County, Illinois, this 21st day of January, 2014.

ATTEST:

APPROVED:

  
Kathy Michael,  
Clerk of the County Board of  
McLean County, Illinois

  
Matt Sorensen,  
Chairman  
McLean County Board

Members McIntyre/Gordon moved the County Board approve of a Request for Approval of McLean County Officials and Employees Ethics Ordinance - Ethics Commission of McLean County. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**FINANCE COMMITTEE:**  
Member Owens, Chairman, presented the following:

**AMENDING CHAPTER 165 OF THE  
MCLEAN COUNTY CODE ANIMALS**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of animals for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on January \_\_\_\_, 2014 that dog and cat registration fees be increased, and

WHEREAS, the Finance Committee at their November 6, 2013 meeting has concurred with such recommendations, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 160 is and hereby is amended to read as follows:

Chapter 165 Animals  
Section 165-4A

**§ 205-87. Chapter 165, Animals.**

Animal fees shall be as follows:

Section	Fee for	Amount
165-4A	Dog/Cat registration fees:	
	Altered dog or cat with a 1-year vaccination	<del>\$10/year</del> <u>\$12</u>
	Late payments (31 or more days after vaccination)	<del>\$35/year</del> <u>\$37</u>
	Unaltered dog or cat with a 1-year vaccination	<del>\$20/year</del> <u>\$22</u>
	Late payments (31 or more days after vaccination)	<del>\$45/year</del> <u>\$47</u>
	Altered dog or cat with a 3-year vaccination	<del>\$25/year</del> <u>\$31</u>
	<u>Late payments (31 or more days after vaccination)</u>	<del>\$76/year</del> <u>\$56</u>
	Unaltered dog or cat with a 3-year vaccination	<del>\$66/year</del> <u>\$61</u>
	<u>Late payments (31 or more days after vaccination)</u>	<del>\$66/year</del> <u>\$86</u>

This amendment shall become effective and in full force on February 1, 2014. Adopted by the County Board of McLean County, Illinois, this 21<sup>st</sup> day of January 2014.

APPROVED:

\_\_\_\_\_  
Matt Sorensen, Chairman of the  
McLean County Board

ATTEST:

\_\_\_\_\_  
Kathy Michael, Clerk of the McLean  
Board of McLean County

U:animal Control/2014 Ordinance

Members Owens/Segobiano moved the County Board approve of a Request for Approval to Amend Chapter 165 of the McLean County Code Animals to Increase Dog/Cat Registration Fees – Health Department that was pulled from the Consent Agenda. Much discussion followed. (Full audio is available at [www.mcleancountyil.gov/Archive.aspx](http://www.mcleancountyil.gov/Archive.aspx)). Member Robustelli stated that he pulled this item because he was concerned about issues related to transparency regarding how the amounts of the proposed fee increase were arrived at. He stated that the proposal doesn't provide sufficient detailed information. He said he would like to see a better and more contextual explanation provided to the public and to Members of the Board concerning this matter. He said he was 100% in support of the proposed transition and he believed there was overwhelming support in McLean County for making this change. Robustelli/Caisley moved to delay taking action and send this item back to the Finance Committee for further deliberation. Member Robustelli asked that Members of the Finance Committee work with Mr. Howe to provide the board and the public with more detailed information about the actual cost of the various items outlined in the proposal and to provide a more contextual explanation that explains exactly why this transition requires additional funding. Member Owens stated he didn't know how much more information they would need. He said he didn't know how much more transparent they could be. He asked that they would go forward with this and not send this back to Finance Committee. He stated he feared litigation if they did not go forward. Member Harris quoted IL State Statute that said for carbon monoxide euthanasia a veterinarian has to be present and do much paperwork but with lethal injection, they would only need a technician. The expense of that procedure is actually less. Member Schafer stated she would support this going back to Finance Committee. Member Erickson stated he feels there is no harm in sending this back to the Finance Committee. Member Soeldner stated that he was in favor of getting rid of the gas chamber. He said that his biggest concern was adding a FTE. Member Wollrab stated she thought, when reviewing the minutes from the meeting, that the level of detail that Howe presented is not 100% reflected in the minutes. She said she felt at the time that the discussion of how these things are done, the staffing, how people are called to do other duties, etc was fairly well explained to the Committee. She said they could send this back but she thinks they would just hear the same thing over again. Member Caisley stated that he supported sending this back to Finance Committee because he didn't think that they had received all of the information needed to make an informed decision. Member Gordon stated he supported sending this back to the Finance Committee for two reasons. He said it appears there is more than one version of what's what and an opportunity for the Finance Committee to thresh that out is useful. He also said sending this back would give the full board to get the opportunity to get all the information that had been provided to the Finance Committee. Member Segobiano stated that he is opposed to sending this back to Finance Committee. He said that the board has to be very cautious of getting back into micromanaging. Member Owens stated that after the Finance Committee meeting questions arose making Members second-guess their decisions. He also stated that if this does get sent back, the substitute motion should be amended to a time certain and with specific questions. Pablo Eves stated that the motion makers could amend the motion if they chose to. Member Robustelli stated he had no problem with the amendment to have this return to the full board at their next meeting and Member Caisley agreed. Member Wendt stated he was surprised that Gary Pearl wasn't

asked for an opinion on this and he thought it would be very enlightening to the Committee to call both Dr. Pearl and Dr. Brunswick in to get their advice and opinions on the cost factors. He said he would be voting to send this back to Committee. Member Erickson stated the real issue here is getting other opinions on this. He said his only concern about the timeframe was that he would like to have the veterinarians there at the meeting. Member Harris stated that the procedure for euthanasia without a gas chamber doesn't require a veterinarian so the veterinarians testimony is a moot point because you only need a technician with euthanasia by injection. Member Buchanan called the question. Member Michael shows the roll call vote on the substitute motion as follows: Robustelli-yes; Schafer-yes; Segobiano-no; Soeldner-yes; Wendt-yes; Wollrab-no; Brandt-yes; Buchanan-yes; Caisley-yes; Erickson-yes; Gordon-yes; Harris-yes; McIntyre-yes; Owens-no; and Pyne-yes. Motion to send back carried 12-3.

Members Owens/Segobiano moved the County Board approve of a Request for Approval of Collective Bargaining Agreement by and between the McLean County Board and the Illinois Fraternal Order of Police Labor Council, FOP Lodge #176 – County Administrator's Office. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

#### TRANSPORTATION COMMITTEE:

Chairman Sorensen stated the Transportation Committee had no items for action. Member Buchanan thanked Chairman for attending the meeting so they could have a quorum.

#### LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, stated they had no items for action.



**PROPERTY COMMITTEE:**  
Member Segobiano, Chairman, presented the following:

**SECTION 1. INTRODUCTION**

McLean County, Illinois, by and through the McLean County Board ("Board"), is seeking sealed proposals from qualified criminal justice consulting firms who possess knowledge, skills, and experience in pre-architectural jail planning to conduct a comprehensive jail needs assessment study and provide pre-architectural consulting services. The purpose of this study is to develop a plan that will establish current and future capacity requirements and operational costs associated with the renovation/expansion of current facility and provide an initial estimate of the cost of construction and operational requirements.

The Jail Project Planning Committee, including the County Administrator, Assistant County Administrator, Sheriff, Chief Deputy Sheriff, Facilities Management Director, Jail Superintendent and County Board Property Committee Chairman will evaluate firms from material submitted in response to this RFP. All interested firms must complete a full proposal based on the scope of services specified in submitted proposals, the Board may interview selected firms reserves the right to modify the selection process based on a review of submitted proposals, the Board may interview selected firms prior to making a final decision. The County reserves the right to modify the selection process based upon information provided in the RFP submittals.

**SECTION 2. RFP PROCESS TIMELINE**

- RFP Issued: January 21, 2014
- Deadline for Questions Submission: February 14, 2014
- Responses DUE: February 21, 2014 at 4:00 p.m.
- Jail Planning Project Team Notification of Selection of Short-Listed firms: March 7, 2014
- Short-Listed Firm Interviews: March 11-17, 2014
- Top-Ranked Firm Selection March 20, 2014
- Recommendation to Property Committee April 3, 2014

**SECTION 3. INSTRUCTIONS** All proposals must be submitted to McLean County Administrator's Office, Government Center RM 401, 115 E. Washington St., Bloomington, IL 61701.

All questions regarding the proposal shall be directed by e-mail only with the subject line "Jail Needs RFP [Insert proposer name]: to [admin@mcleancountyil.gov](mailto:admin@mcleancountyil.gov).

1. Four(4) bound copies of the main proposal and one electronic copy should be submitted. The cover should include the title "Jail Planning Proposal," date of submission, name of the firm, and the firm's contact person with phone number and address. The contact person must be an authorized representative of the firm.

2. Four(4) copies of the budget proposal should be placed in a sealed envelope and marked with the firm's name and the notation: "SEALED BUDGET PROPOSAL."

3. A transmittal letter, signed by the authorized contact person, should accompany the proposal.

4. Both parts of the proposal and transmittal letter should be sealed in an envelope or carton and marked on the outside with the words "Jail Planning Proposal."

5. Proposals are due by 4:00 p.m. on February 21, 2014. Any proposal received after that time will be marked "Received Late" and returned unopened to the proposer.

6. Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

7. The County Administrator or his representative will notify appropriate Agents if the County wishes to interview them and will establish the timeline for those interviews.

8. Failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

#### **SECTION 4. TERMS AND CONDITIONS**

1. The County reserves the right, at its sole discretion, to terminate this process at any time, or reject any and all proposals without penalty, prior to the execution of a contract acceptable to the County. Final selection will be based on the proposal which best meets the requirements set forth in the RFP and are in the best interest of McLean County.
2. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn up until the date and time set above for the opening of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide the County the services set forth in the attached specifications, or until one or more of the proposals have been approved by the County, whichever occurs first.
4. Any agreement or contract resulting from the acceptance of a proposal should contain, at a minimum, all applicable provisions of the RFP. The County reserves the right to reject any agreement that does not conform to the RFP and any County requirements for agreements and contracts.
5. The successful firm will have thirty (30) days from the date of the Notice to Proceed to commence work on the proposed project.
6. The County reserves the right to recommend the award of the contract to the next most qualified firm if the successful firm does not begin the contracted services within the prescribed thirty (30) days.
7. The County shall not be responsible for any costs incurred by the firm in preparing, submitting, or presenting its response to the RFP.
8. The successful firm further may be required to provide certification of compliance with applicable statutory employment mandates, including but not limited to Illinois and US labor and nondiscrimination laws.

#### **SECTION 5. SELECTION PROCESS**

All proposals must be submitted to: McLean County Administrator's Office, Government Center RM 401, 115 E. Washington St., Bloomington, IL 61701.

All questions regarding the proposal shall be directed by e-mail only with the subject line "Jail Needs RFP [Insert proposer name]: to [admin@mcleancountyil.gov](mailto:admin@mcleancountyil.gov) .

The members of the Jail Project Planning Committee will review the proposals and submit recommendations to the County Board Property Committee. Depending on the response to the RFP, the Jail Project Planning Committee shall short-list the firms that best meet the selection criteria and schedule those firms for interviews with the Jail Project Planning Committee the week of March 11, 2014. Notification of the selection of short-listed firms shall be provided to all proposers by March 7, 2014. Firms scheduled for interviews will be able to discuss their credentials, special skills, and particular approaches to various elements of the study. The County shall weigh methodology, qualifications, and costs.

## SECTION 6. COUNTY BACKGROUND McLean County, Illinois

**The COUNTY JAIL** The McLean County Sheriff's Office operates the County jail, a 234 bed facility which includes 108 direct supervision beds, 59 linear jail beds, a 40 bed work release area and 27 special needs cells including holding cells, segregation cells, and isolation cells. Annual booking in calendar year 2013 totaled 7493 and the average daily population of our facility was 241.71. The Jail occupies portions of the Law & Justice Center. The Law & Justice Center and original sections of the jail were initially completed in 1976 and expanded in 1990. The Circuit Courts are also located in the Law & Justice Center. The jail includes both linear and direct supervision pod designed facilities. The Law & Justice Center also houses administrative and investigative offices of the Sheriff's Department.

**McLEAN COUNTY** The County of McLean, Illinois has a total population of 169,572(2010) and an urban population in Bloomington, IL/Normal, IL of 129,107(2010). On January 6, 2013, the County via Technical Assistance No.13J1032 and on July 23-26, 2013 received Technical Assistance via Technical Assistance No.13J1069, from the National Institute of Corrections (NIC). The purpose of the reports were to provide technical assistance services for the McLean County Sheriff's Office in conjunction with the review of the utilization of the jail and mental health design and programming in supporting the criminal justice system within McLean County. A copy of the technical assistance reports is available upon request by contacting The McLean County Administrator, at [admin@mcleancountyil.gov](mailto:admin@mcleancountyil.gov) with the subject line "Jail Needs RFP [Proposer Name]."

The Criminal Justice Coordinating Council was formed in 2009, as a result of the recommendations in a technical assistance report, in an effort to improve the efficiency and effectiveness of the local criminal justice system. It is comprised of members including, but not limited to, representatives from the County Board, County Sheriff, Jail Administrator, County Attorney, Clerk of Court, Circuit Court, State's Attorney, Public Defender, County Administrator and the Public. The McLean County Administrator's Office will serve as the local point of contact responsible for scheduling and facilitating meetings. Any successful firm will incorporate this resource into their proposal. The McLean County Criminal Justice Coordinating Council shall act as advisory committee of community stakeholders which has already been established to provide input and advice to the core project team. The Criminal Justice Coordinating Council has already collected significant amounts of criminal justice system data, so it is expected that Proposers will not need to spend as much time and as many resources typically devoted to data collection. Proposers should contact the McLean County Administrator by e-mail at [admin@mcleancountyil.gov](mailto:admin@mcleancountyil.gov) with the subject line "Jail Needs RFP [Insert Proposer Name]" for more information on available data.

Some measures already have been enacted to reduce the jail population. These include expanded use of electronic monitoring for certain sentences and strategies to reduce the housing of misdemeanants.

## **SECTION 7. SCOPE OF SERVICE**

In order to better evaluate proposals, the County would like Proposers to break down submissions into three packages. Depending upon the responses received, the County may elect to pursue one, all, or a combination of services in the service packages below.

**PACKAGE ONE: JAIL NEEDS ASSESSMENT** The scope of work for the needs assessment component will include, but not be limited to, the following items:

1. The consultant will work with the Jail Project Planning Committee to identify any data requirements. The consultant will analyze and assess data collected by the Criminal Justice Coordinating Council. It is expected that this will reduce the on-site time and travel required.
2. The consultant should examine the various factors contributing to the current correctional center population. This study should examine county population growth trends, crime trends, changes in laws, practices within the criminal justice system and other factors that have or will affect the number of pretrial defendants and sentences offenders who are detained in the county jail and the lengths of their stays.
3. The consultant should perform a study of the inmate population, including demographics by race, Ethnicity, gender, medical conditions and disabilities, in order to describe the jail population and provide information useful for developing design specifications about the types and number of bed spaces that will be needed to accommodate inmates in the County Jail.
4. The consultant will forecast facility capacity requirements in five-year increments for a minimum of twenty (20) years. The consultant should also identify a reasonable margin of error in the forecast and explain the rationale behind it. The forecast will be broken out to show the space allocation requirements for each type of area that accommodates inmates, such as intake, medical unit(s), housing areas (maximum, medium, and minimum housing for males and females). If major changes are imminent, such as new laws or addition of new industries, they should be acknowledged for their potential impact on the forecast. The description of the forecast should be written so that members of the public can understand its relation to historical trends, growth of the county, and changes in crime, and the recommended strategy for designing the facility to accommodate future expansion needs.
5. The consultant will provide a report, in one bound and one electronic format, to the McLean County Administrator documenting the decisions made during the needs assessment program phase.

**PACKAGE TWO: JAIL FACILITY DEVELOPMENT CONSULTING SERVICES** The scope of work for the facility development phase will include, but not be limited to, the following items:

1. The consultant should assist the County in assembling a list of options to meet the County's facility needs. These will include up to three alternatives for renovation/ expansion or new construction.
2. The consultant will work with the project team to determine the functional components which may be included in the facility.
3. The consultant will work with the project team to formulate and document scenarios for major activities in the jail and supporting offices. These scenarios will help determine circulation patterns and access requirements.
4. The consultant will work with the project team to develop a list of rooms and spaces required in the facility. The consultant will describe each space in detail, identifying functional, equipment, security and access requirements in addition to square footage requirements.

## **PACKAGE TWO: JAIL FACILITY DEVELOPMENT CONSULTING SERVICES(continued)**

5. The consultant will work with the project team to develop adjacency diagrams, which illustrate Relationships between the spaces previously identified.
6. The consultant will work with the project team to develop site evaluation criteria. The consultant will work with the project team to identify potential sites to be considered.
7. The consultant should develop a forecast of Sheriff's Office correctional space areas designed for various support operations. This forecast should identify the space needs in the same incremental time frames as that used in the jail forecast. Also, the rationale underlying the forecast should be described.
8. The consultant will provide projected operational and facility renovation/construction costs associated with the inmate population forecasts.
9. The consultant will develop a staffing plan for the alternative renovation/expansion and construction options developed in the pre-architectural program.
10. The consultant will provide a report, in one bound and one electronic format, to the McLean County Administrator documenting the decisions made during the pre-architectural program phase.

## **PACKAGE THREE: SPACE NEEDS ASSESSMENT FOR JOINT-USE COMMUNITY CRISIS STABILIZATION FACILITY** The scope of work for package three will include, be limited to, the following items:

1. The consultant will provide a detailed report on the projected and future space needs for a Community Crisis Stabilization program.
2. The consultant should identify potential areas of consolidation in a joint-use facility for the McLean County Sheriff's Jail and Crisis Stabilization program.
3. The consultant will evaluate up to the three alternative site locations within Package two for their suitability to provide a joint-use facility
4. The consultant will provide projected facility renovation/construction costs associated with the provision for as joint-use facility.
5. The consultant will provide a report, in one bound and one electronic format, to the McLean County Administrator documenting the decisions made during the pre-architectural program phase.

## **SECTION 8. EXCEPTIONS**

Should a Proposer desire to delete a portion of the requested services or take exception to any specific requirement of this project such deviation from the desired work for the County Board must be listed as an Exception. Exceptions are not automatically disqualifying. Each exception will be evaluated by the review team to determine its effect on the quality of the overall proposal and may in turn lead to an adjustment in scoring. Each exception shall be listed and at the start identify the section and subsection of this proposal document that is being modified. This identification shall be followed by the full and complete description of the exception. To the best of the Proposer's ability the description of exceptions should identify what is being modified, why the modification is occurring, and what affect the Proposer expects the modification to have on the overall project. This description is especially important if the Proposer believes the modification to be beneficial to McLean County. Exceptions shall be listed in their own section of the proposal documents.

## **SECTION 9. COMMUNICATION**

The consultant should describe in the proposal how he or she will communicate with the County and/or the public about the jail needs assessment report. This description should indicate the approximate times of the meetings and their purpose. The consultant should also seek the preferences of the County, during an initial meeting, about how to structure public communication and obtain input of the stakeholders to help develop the specifics about contents of communication. The consultant should describe in the proposal the sections of the final report that might be anticipated at this time. Also, the proposal should indicate how the recommendations will be structured and what will be included. The final report should include an executive summary that is suitable for public distribution.

A rough draft of the final report should be submitted for review of the County Board Property Committee. After the comments have been returned by the Committee, the report should be finalized and one bound copy and one electronic copy should be submitted to the County Administrator. After submission of the final report, the County Administrator will contact the consultant to establish a time when a summary presentation will be made to the County Board. The final report and supporting documentation shall be made available in electronic format.

## **SECTION 10. PROJECT SCHEDULE**

The criminal justice planner should provide a timetable for the study, which will show the approximate times when key activities will occur and their general sequence. The timetable should encompass the project activities up to the time of the submission of the rough draft of the final report to the County Board for review. A schedule chart should be used to display the information. Explanations Should be provided when the reasons for various timelines are not immediately apparent. A project work plan should be constructed to show the estimated number of hours each person will work per package and task as determined by the Proposer. This should include the hours team members will perform on-site work and project time by support staff.

#### **SECTION 11. QUALIFICATIONS**

The response should emphasize project experience that will be relevant to McLean County, Illinois. The consulting firm shall provide a clear, concise response that will address the firm's ability and experience in complying with the scope of services requirements set forth in this RFP.

1. Give a brief description of the firm, including a description of the firm's experience in performing jail planning studies.
2. List by name and title the consulting firm team members to be assigned to the project for McLean County. Identify the contact person who will have primary account responsibility. Provide qualifications, experience, and office location and phone number for each of the identified team members.
3. Describe your firm's particular expertise for conducting jail planning and needs assessment studies. Give examples of how this expertise has been utilized to the advantage of clients and how it may specifically relate to the County.
4. Describe your firm's particular expertise for conducting planning and needs assessment studies for mental health/ medical facilities in corrections and community settings. Give examples of how this expertise has been utilized to the advantage of clients and how it may specifically relate to the County.
5. Briefly describe any attributes that distinguish your firm from others offering similar services that would prove helpful to the County in our selection process.
6. Describe any pending litigation of the firm.
7. Provide references from your last five local government projects, including name, address, telephone number, and type of consulting services/planning completed for these clients.
8. Provide a copy of the last jail needs assessment study your firm completed and the last facility development analysis your firm completed.

### SECTION 13. BUDGET

The budget proposal should be submitted in a separate, sealed envelope, which will be opened after the top ranked firms have been identified. The budget should be presented in breakout tables, one for each service package identified in Scope of Service Section 7, according to the following easy to read format or its equivalent. Extra lines should be added to the table as needed, such as to list the various consultants. A relevant narrative should provide an explanation for those items which are not immediately apparent in the budget table. If the consultant has suggestions or options for obtaining cost-savings in conducting this project, the information can be presented in a separate subsection of the budget either in the narrative or as a separate table.

#### EXAMPLE PROJECT BUDGET CATEGORY

PERSONNEL	HOURLY RATE	NO. OF HOURS	SUBTOTAL	TOTAL
Consultants (listed separately)	\$		\$	
Support Staff ( by position)	\$		\$	
Subtotal Personnel				\$
TRAVEL	RATE	NUMBER	SUBTOTAL	TOTAL
Airfare, auto, etc.	\$		\$	
Lodging	\$		\$	
Meals	\$		\$	
Other (list major items)	\$		\$	
Subtotal Travel				\$
SUPPLIES & OTHER	MONTHLY RATE	NUMBER	SUBTOTAL	TOTAL
Office Supplies	\$		\$	
Telephone	\$		\$	
Other	\$		\$	
Subtotal Supplies & Other				\$
<b>TOTAL BUDGET</b>				\$

**SECTION 14. FORMAT** The main proposal may contain a brief introduction of no more than one page. Following the introduction, the proposal should specifically address the consultants' approach as defined by sections 7-12 of the RFP and in the order in which they appear in the RFP.

#### Part A. Main Proposal

- Introduction
- Scope of Services (each item/task. Addressed independently but grouped together by package)
- Exceptions
- Communications
- Project Schedule
- Qualifications
- Appendix A: Literature on the Firm
- Appendix B: Other Information

Part B. Sealed Budget Proposal- A sealed budget proposal is also required.

Members Segobiano/Brandt moved the County Board approve of a Request for Approval of the RFP Requesting Proposals for a Needs Assessment and Pre-Architectural Plan - County Administrator's Office. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

#### JUSTICE COMMITTEE:

Member Caisley, Chairman, stated they had no items for action.

#### Report of the County Administrator:

Mr. Wasson stated that he wanted to acknowledge the staff dealing with the severe weather: the Highway Department and the Emergency Management Agency, Metcom, the Sheriff's Department, the Nursing Home, Juvenile Detention. He said that we greatly appreciate the sacrifices they make every day of the week assisting the public.



## APPROVAL OF BILLS



**Michelle L. Anderson**

COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400

(309) 888-5148 • Fax (309) 888-5209

michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

### MCLEAN COUNTY BOARD COMPOSITE

January 21, 2014

#### 2013 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$125,491.87	\$125,491.87
Finance		\$1,798,388.82	\$1,798,388.82
Human Services		\$294,498.58	\$294,498.58
Justice		\$595,395.10	\$595,395.10
Land Use		\$2,165.77	\$2,165.77
Property		\$169,712.35	\$169,712.35
Transportation		\$678,075.47	\$678,075.47
Health Board		\$336,170.33	\$336,170.33
Disability Board		\$55,797.00	\$55,797.00
T. B. Board		\$12,759.02	\$12,759.02
<b>Total</b>	<b>\$0.00</b>	<b>\$4,068,454.31</b>	<b>\$4,068,454.31</b>

Matt Sorensen, Chairman  
McLean County Board

Members Caisley/Segobiano moved to approve the bills as presented. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until February 18, 2014 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:45 a.m.

\_\_\_\_\_  
Matt Sorensen  
County Board Chairman

\_\_\_\_\_  
*Kathy Michael*  
Kathy Michael  
County Board Clerk

STATE OF ILLINOIS       )  
                                      ) ss.  
COUNTY OF McLEAN     )

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 21st day of January 2014, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of January, 2014.

\_\_\_\_\_  
*Kathy Michael*  
Kathy Michael  
McLean County Clerk